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SUPREME COURT OF THE UNITED STATES.

No. 235.

THE UNITED STATES, APPELLANTS,

vs.

THE HEIRS OF JEAN A. B. DAUTERIVE, DECEASED.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.

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UNITED STATES DISTRICT COURT,
Eastern District of Louisiana:

Sitting in Chancery.

J. B. DAUTERIVE ET AL
vs.
THE UNITED STATES.
No. 65.

Be it remembered that heretofore to wit, on the sixteenth day of June it being at the May Term A. D. 1846 of the said court J. B. Dautrive et al, by their solicitor Louis Janin, Esqre. came into the office of the clerk of the said court and filed their petition which is in the words and figures following to wit:

To the honorable District Court of the United States for the District of Louisiana.

The petition of Jean Baptiste Dauterive, Pouponne LeBlanc the widower of Valiere Dauterive, herein acting as the natural tutrix of her minor son Valiere Dauterive the issue of her marriage with the said late Valiere Dauterive & Eleonore Dauterive and Augustin Richard her husband, all of the Parish of St. Martin.

Of Adelaide Dauterive the widow of Jules Noël of the Parish of Iberville.

Of Théodule Dauterive, Virginie Dauterive, and Louis Bouligny her husbands and Fanalie Dauterive the widow of Felix Delery all of the Parish of Jefferson and of Pauline Dauterive and Samuel Logan her husband of the city of New Orleans

Humbly sheweth that in the month of August 1717 letters patent were issued by the then king of France and registered by the Parliament of Paris on the 6th of September of the same year, by which a company was created under the name of the "Western Company," that by the 5th article of said charter all the lands, coasts, ports, havens & islands which composed the French Province of Louisiana were given & granted to said company, and that by the 8th article of said Charter said company was specially authorized to sell or give and grant any of the lands so granted to it on whatever terms might appear suitable to it.

That with a view of promoting the settlement of said province the said company made still in the year 1717 or in the beginning of 1718 to Paris Duvernay a wealthy capitalist, a tract of land fronting on the western bank of the Mississippi, opposite bayou Manshac having four leagues front on the Mississippi river and extending in the rear to the Atchafalaya river. That very soon afterwards the said Paris Duvernay fitted out a company of 60 men under the command of one Dubuisson all of whom arrived at New Orleans on the 28th of April 1718 and forthwith proceeded to the said grant & settled on the same.

That said settlement & concession was known by the name of "Dubuisson's concession" on account of the individual in command of the same, and also as "The Bayagoula concession," the principal establishment being in the neighborhood of the village of the Bayagoulas Indians.

That said settlement was kept up by said Paris Duvernay during many years, at great expense and under the greatest difficulties, and essentially contributed to the establishment of the French dominion in lower Louisiana.

That on the 2d of September 1765, Tremonay de Chaufret the agent of said Paris Duvernay sold said grant to Jean Antoine Bernard Dauterive and removed the slaves of said Paris Duvernay then on said grant, to another plantation which said Paris Duvernay had at Pointe Coupée.

That the part of the province of Louisiana lying west of the Mississippi river and the island of Orleans having been transferred by France to Spain by a secret treaty executed between the said two powers at Paris on the 3d of November 1762, Lieutenant General O'Reilly was sent by the Government of Spain to Louisiana in the year 1769 with troops to take possession of said colony, that in the month of December of the same year he visited the settlements on the Mississippi as far up as Pointe Coupée, that while on this visit, he gave, among other high handed orders a verbal direction that the said Bayagoula concession then the property of said Dauterive should be reduced to 20 arpents front, that the said O'Reilly having been succeeded by Don Luis de Unzaga y Amazega as Governor of Louisiana, the said Unzaga, in the year 1772 allowed said Dauterive to retain 44 arpents front instead of 20 arpents of his aforesaid grant of 4 leagues front, that the said tract of 44 arpents was surveyed by Luis Andry the Government Surveyor on the 12th March 1772, that by an order of July 12th 1772, said Governor Unzaga approved said survey and expressly confirmed said Dauterive in the ownership of said land with the depth to the Atchafalaya river, and that independently of said order the said Dauterive would have been protected in the possession of said depth not only because he owned it under the original concession to Paris Duvernay but also because said depth had never been attempted to be reduced by said O'Reilly.

The petitioners show that the said tract of land of 44 arpents front is the same land which is now represented on the plat of township 10 range 13 east as lots 34 to 47 inclusive and the land lying in the rear of said lots as far as the Achafalaya river and between the prolongation of the outer side lines of said lots 34 & 47.

The petitioners show that the said Bernard Dauterive occupied & improved the said land and made it his principal place of residence from the year 1765 when he purchased the same, to the month of

March 1776 when he died, that he left a widow and four small children who inherited all his rights to the grant that two of said children died thereafter intestate and unmarried and their proportions in said land were inherited by the two survivors and that the said last mentioned two children of Bernard Dauterive are now also dead having left issue, to wit the petitioners who are their only heirs & as such the present owners of said grant.

The petitioners shew that after the death of said Bernard Dauterive his widow continued to reside on said land, that in the year 1779 she was married to Jean Baptiste Degruy, that Bernardo de Galvez the then governor of Louisiana wishing to introduce Spanish families from the Canary Islands as colonists into Louisiana, and to provide them with a home immediately on their arrival, in as much as they were destitute of means, made several contracts with various individuals for the construction of small houses to be given to said families on their arrival & among others, he made such a contract with said Jean Baptiste Degruy, that the said Degruy undertook to build a number of cabins on the Byagoula grant and to give up for the use of said settlers the front of said land, with forty arpents in depth, that he built and delivered to the government and was paid only for a small number of said cabins, the attention & the means of the government being then engrossed by the war against the British province of West Florida in which said Degruy was also personally engaged, that the governor having afterwards altered his intentions & having assigned different locations to the Spanish families, gave the land on which the cabins had been constructed to Acadian emigrants, and that thus it happened that the front of said 44 arpents was granted over again to said Acadians, though only with a depth of 40 arpents.

The petitioners show that thereafter the said J. B. Degruy and his wife and her children removed to Attakapas where they had other property, that the rear land of said Bayagoula concession being then of very little value it being either low swamp land or nearly inaccessible, they neglected it entirely, and it may therefore have happened that the subsequent Spanish governors, in ignorance of the rights of the ancestors of the petitioners, of which then no record existed in the colony, granted some other portions of said land such as double concessions &c. to different individuals.

The petitioners show that the children of the said Bernard Dauterive in consequence of the aforesaid acts of their said stepfather & his neglect to assert their rights, of their tender age when their father died, and of the absence of recorded evidence substantiating their titles were long ignorant of their rights and unsuccessful in obtaining sufficient proof thereof, that however about 25 years ago having by means of professional assistance, traced their titles they employed the late Edward Livingston to advocate their rights both in the courts of justice of the State and before Congress, that the said Livingston having soon afterwards been elected a member of

Congress and having left Louisiana the suits instituted by him for the petitioners were dismissed for want of jurisdiction and that the petitioners were equally unsuccessful in their applications to Congress, none of them having ever been acted upon by that body.

And the petitioners show that in obedience to an act of Congress entitled "An act for the final adjustment of claims to lands in the State of Louisiana" approved February 6th 1835 they filed in the year 1836 a notice and statement of their aforesaid claim and evidence in support thereof with the Register and Receiver of the Land Office of the South Eastern District of Louisiana to be reputed on the Secretary of the Treasury and to Congress as provided by the said act, that on the 22d of November 1837 the said register and receiver made a report recommending said claim for confirmation, but that Congress never acted upon said report and claim.

The petitioners show that in their said notice to the register and receiver they confined their claim to so much of the aforesaid grant to Paris Duvernay as was still left to said Bernard Dauterive by Governor Unzaga as aforesaid to wit: 44 arpents front on the Mississippi with the depth to the Achafalaya River and within the boundaries that have hereabove been explained, and they also excepted from said claim any lands which are now claimed by confirmed Spanish titles or under purchases made from the United States intending to claim an indemnity from Congress for the land so sold by the United States, and they further more expressly stated in said notice, that they would also claim from Congress the *the* recognition of the original grant to Paris Duvernay & the confirmation of their title to all the land embraced in said grant, which had been taken from said Bernard Dauterive by said Oreilly & had not been restored to him by said Governor Unzaga.

The petitioners show that the reduction attempted to be made by the said O'Reilly in the lawful property of said Bernard Dauterive, held under the grant to Paris Duvernay was an act of arbitrary spoliation unauthorized invalid & inoperative by the laws of Spain, that the condition of the colony was such at that time, that said Dauterive could not without great difficulty and sacrifices have obtained redress from the King of Spain, but that nevertheless the rights of said Dauterive and of his heirs to said land are still unimpaired.

And the petitioners also show that the aforesaid agreement of said Jn. Baptiste Degruy with Governor Galvez, by means whereof the front tract of 44 arpents with 40 arpents in depth was abandoned to the said governor, was as far as the petitioners are informed & have been able to ascertain, a verbal agreement &c. that neither the said Degruy nor his wife had the right of disposing of the property of the children of said Bernard Dauterive.

But the petitioners, aware that an account of the small value of lands in the early times of the colony and of the unsettled state of its government, such transactions were conducted very loosely both by the government and by the inhabitants, and considering the good faith in which titles adverse to theirs have been acquired, expressly renounce all claim to any portion of the lands heretofore owned by the said Bernard Dauterive under the above mentioned grant, which are now held under confirmed Spanish titles, as well as to such portions of said lands as may have been sold or otherwise disposed of by the United States intending to claim for the latter the compensation provided for by the acts of Congress of June 17th 1844 and May 26th 1824.

And they aver that besides the persons so holding portions of said lands under titles emanating from the Spanish and American governments with whom the petitioners do not intend to interfere, there are no others claiming any part of said land under different titles or holding possession thereof otherwise than by the permission of the petitioners.

Petitioners show that by the act of Congress of June 17th 1844 entitled "An act for the adjustment of land claims &c." they are authorized to submit their said claim to this hon'ble court for enquiry and adjudication.

Wherefore the petitioners pray that the United States of America by their District Attorney for the District of Louisiana be cited, that the aforesaid grant to Paris Duvernay and also the said confirmation of part thereof by Governor Unzaga, to wit, of forty four arpents front on the Mississippi within the boundaries hereabove described and the depth of the Achafalaya, be declared to be valid and binding upon the United States and to vest in the petitioners as good & perfect title to the lands therein embraced, that thereafter the Surveyor General of the United States for the District of Louisiana be directed to survey the lands so confirmed, and to certify in his plats of survey what portions of said lands are held under confirmed Spanish titles or have been sold or otherwise disposed of by the United States, that for so much of the land exhibited on said plats of survey as is not held under either of the aforesaid adverse titles a patent may be issued to the petitioners, and that for so much thereof as may have been sold or otherwise disposed of by the United States, they may be permitted to enter an equal quantity of land in any of the Land Offices of the United States in the State of Louisiana.

And the petitioners pray for their costs and for such other and general relief as the nature of their case admits of, and to justice and equity appertains.

(Signed) LS. JANIN,
Of Counsel.

(*Endorsed on the foregoing petition.*)

Service accepted and copy of the petition required.
(Signed) S. W. DOWNS,
U. S. Atty.

New Orleans, June 16, 1846.

And further at the same term, to wit: on the 10th day of November, 1846, the defendants appeared and filed of record the following answer.

In the District Court of the United States for the District of Louisiana.

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THE UNITED STATES.

The defendants now come and for answer deny all and singular the facts and allegations in plff's petition contained.

Wherefore they pray that they may be hence dismissed.
(Signed) THOMAS J. DURANT,
Atty. U. S.

And afterwards at the February Term, to wit: on the 24th day of April, 1849, the following entry was made of record in this case.

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THE UNITED STATES.

On motion of Miles Taylor, Esq., of Counsel for the complainants herein, it is ordered that this case be assigned for hearing on Wednesday, the 2d proximo.

And further at the same term, to wit: on the 3d day of May, 1849: the following entry was made of record in this case:

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THE UNITED STATES.

This cause came regularly up for hearing to day: Miles Taylor, Esq., for the complainants, and the U. S. District Attorney, for the defendants, present. Evidence was adduced on behalf of the complainants; when, at the hour of two o'clock P.M., the court continued the further hearing thereof until to-morrow, the 4th inst., at ten A.M.

Be it also remembered that on this third day of May, 1849, the following evidence was offered on the part of the complainants, to wit:

1°. The plaintiffs offered in evidence, the affidavit of Louis Bouligny, as to the loss of the original survey and process verbal and identity of the copy thereof on file, which affidavit is in the words and figures following to wit:

HEIRS OF DAUTERIVE }
vs. }
THE UNITED STATES. }

U. States District Court, Eastn. District of Louisiana:

Louis Bouligny the agent of the heirs of Juan Antonio Bernardo Dauterive deceased being duly sworn says, that sometime in or about the year 1821 the heirs of said Dauterive appointed the late Edward Livingston their attorney in fact to prosecute their claims to land situated in Louisiana—that affiant's wife having an interest in the said claims he affiant went sometime in the year 1822 or 1823 with the said Edward Livingston to the land office in the city of New Orleans for the purpose of examining the papers in said office relating to the said claims, that at that time among other papers exhibited to them by Samuel H. Harper the then Register of the said Land office was an original survey and the process verbal of the same made by Don Luis Andry surveyor of the province of Louisiana and dated on the 12th of March 1772 of the lands of the said Juan Antoine Bernard Dauterive in the District of Iberville—that a copy of the same was obtained by the said Livingston duly certified as a true copy from the said original by the said Register—that after the death of the said Livingston said affiant's wife having a larger interest in the said claim that before he affiant became the attorney in fact and agent of the heirs and was charged by them with filing their claim to a large tract of land fronting on the Mississippi River and running back to the Atchafalaya—that when he was in conjunction with his counsel collecting the proof to be filed in support of said claim he went to the said Land office in or about the year 1835 or 6 he applied at the said Land office with a view to obtain a copy of the said survey and process verbal made by the said Andry as aforesaid and that he was informed after a search by Lafferanderie the Clerk of the then Register that no such paper could be found by him—that afterwards he frequently enquired at the land office in relation to the said survey and process verbal and was always informed that though very thorough searches were made for the same they were not found and that he verily believes that the same has been lost—Affiant further says that he was informed and believed that the said survey and process verbal were very important to the heirs of the said Dauterive; and as he was unable to find the original in the said Land office, to obtain a copy thereof, he applied to the family of the said Mr. Livingston in order if possible to recover the duly certified copy of the said original which as he before stated had been obtained by the said Livingston in or about the year 1822 or 3 and that after a number of ineffectual searches it was at last found among a portion of Mr. Livingston's papers left in the possession of his brother in law Mr. Henry Carleton of New Orleans in or about the year 1836—that the paper now on file in this suit marked B No. 21. is the identical copy found among the said Mr. Livingston's papers in the possession of the said Carleton—that from his acquaintance with the hand-writing of the officers of the Spanish Government of the province of Louisiana he was able to judge of the genuineness of the said original survey and process verbal made by the said Don Luis Andry as aforesaid—that he believed then and believes now that the said survey and process verbal of which the said copy marked as aforesaid purports to be a copy was the original made by the said Andry & that all the signatures to the same were genuine signatures & that he further believes from his recollections of the said original survey and process verbal that the said copy is a true copy of the same.

Affiant further says that he has procured a search to be made for the original concession to Paris Duvernay by an agent in France and that up to this time he is informed and believes that the same has not been discovered & that he is informed & verily believes that no records of the grants made by the company to which the province of Louisiana was granted early in the last century can now be found either in France or in this State.

(Signed) L. BOULIGNY.

Sworn to and subscribed by Louis Bouligny, affiant the first day of May, A. D. 1849, before

(Signed) ROBR. M. LUSHER,
U. S. Commr.

2°. The plaintiffs offered in evidence the (following) depositions of Eug. Lasère, P. LeBlanc, T. C. Poole, J. T. Preston & Ls. St. Martin, which depositions are as follows: (also that of Oct. de Armas folio 19.)

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U. S. District Court, Eastn. District of Louisiana.

Clerks Office Thursday, April 26, 1849 5 P. M.

Testimony taken by consent of parties.

Miles Taylor, Esq. of counsel for the complainants, and the U. S. District Attorney for defendants, present:

By Robert M. Lusher, Dy. Commissioner for taking testimony of witnesses in Land causes.

Eugène Lasère, Esq., Clerk of the Supreme Court of Louisiana, being first duly sworn, deposes as follows:

That the records of said Sup. Ct. go back as far as March 1813 and no further, knows of no records existing therein relating to events anterior to said time; nor does he know of the existence any where of judicial records of proceedings under the French govt. of the province of La.

The district atty. being present, propounds no cross questions.

(Signed) EUGÈNE LASÈRE.

Prosper LeBlanc, Esq., Clerk of the 5th District Court of N. O. being duly sworn, deposes as follows:

That said court succeeded to the late 1st Jud. Dist. Ct. of La. in June, 1846. The 1st Judicial Dist. Court succeeded to the Superior Court of the Territory of New Orleans in 1813. The records existing in the present 5th Dist. Ct. go back as far as 1804, Novr. Witness has no knowledge of the existence of records of jud. proceedings that took place in Louisiana under French sway when it was a province; has never heard of any records of proceedings before the Conseil Supérieur under the French govt.

Cross Questions.

Witness never looked for any such records as those the existence of which he has stated he is unaware of.

(Signed) P. LE BLANC.

Thos. C. Poole, Esq., Clerk of the 2d District Court of N. O. being first duly sworn, deposes as follows:

That said 2d Dist. Court succeeded in 1846 to the Probate Court; the records thereof extend back to 1805; they contain no judicial proceedings that took place anterior to the change of govt. Witness has no knowledge of records containing such proceedings.

The Dist. Attorney being present, propounds no cross questions.

(Signed) THOS. C. POOLE.

Charles Guayarré, Esq., Secretary of State of Louisiana, being duly sworn, deposes as follows:

Witness being asked whether there are among the records of the state department any relating to judicial proceedings that took place under the French government in Louisiana; in reply exhibits a certain list of the archives of the State—an inventory made conformably to a resolution of the Legislature of La.

Examination suspended for inspection of documents in State Dept.

Isaac T. Preston, Esq: being duly sworn, deposes as follows:

On being shewn a certain document hereto annexed and purporting to be:

"Plano y certificacion de agrimensura de las tierras de Dn. Juan "Anto. B. Dauterive en el distrito de Ybervil y ensenada de las "bayagoulas Año de 1772" (Doc: B. No. 21) he states that the signature of Samuel H. Harper, as Register, thereto, is his true and genuine signature (signature to the certificate). The handwriting of the body of the certificate is familiar to witness and is that either of Mr. Lyman or of F. W. Lea: 'tis at all events a hand-writing known by witness as connected with the land office of Mr. Harper.

Witness was register of the land office in 1828 or 9; he found the papers in a very disordered state; had two or three volumes of loose bundles bound up, there were also a great many loose sheets of papers—all the records were in great disorder. Witness doesn't know of any of the papers having been lost.

There were still a great many loose papers existing in the office when witness handed it over to his successor Mr. Cenas.

The Dist: Atty: present, propounds no cross questions.

(Signed) ISAAC T. PRESTON.

Louis St. Martin, Esq: Register of the Land Office, N. Orleans, being sworn, deposes as follows:

There are three or four bundles in witness' office, of papers relating to lands—loose papers relating to old French and Spanish titles. Witness doesn't think there are any going back so far as 1717. They do not, he thinks, go farther back than 1769 or '70.

Witness on examining the certificate referred to in the deposition of the last named witness, states that the signature thereto of Saml. H. Harper, as Register, is his true and genuine signature.

On examination of the signature of Unzaga attached to a letter annexed to the document just alluded to and dated 12 de Julio de 1772, and on comparison thereof with signatures of the same person attached to orig: documents in witness' office, witness states that he thinks the said signature like them—they all seem alike. Witness is not in the habit of comparing signatures.

The District Attorney being present, has no cross questions to propound.

(Signed) L. ST. MARTIN.

The foregoing I certify to be the true and exact depositions of Eugène Lasère, Prosper Le Blanc, Thos. C. Poole, Isaac T. Preston, and Louis St. Martin, Esq., witnesses for the plaintiffs, as taken down by me in writing, read over aloud to the witnesses and by them respectively signed in my presence.

(Signed) ROBT. M. LUSHER,
Dy: Commissioner, &c.

April 26th 1849, 6½ P. M.

Friday, April 27th 1849. 5 *P. M. Clerk's Office.*

Examination of witnesses resumed.

Present: for plaintiffs: Miles Taylor, Esq: for defendants: Dist. Attorney.

Octave de Armas, Esq: Noty. Public, being duly sworn, and shewn the signature of Unzaga attached to the document annexed to this commission on yesterday, deposes that said signature is that of Unzaga former governor of La. under the Spanish sway. Witness deems said signature genuine from his familiarity with various signatures of said Unzaga which he has seen in the discharge of his notarial duties, and from an examination of the records under his charge.

The records of pub. acts of which witness is now the depositary and which are executed by different individuals, go back as far as 1768. Among these are a number executed by Unzaga. These acts are notarial acts passed in presence of witnesses before one of deponent's predecessors in his official capacity, and are full proof of themselves. Deponent now present three bound volumes containing such records, of date 1772, 1773, 1775. They are the original records now existing in and belonging to witness' office, where by law, they must remain deposited.

Witness, on comparing the signature of Unzaga now again shewn him, with several of the same person made in 1775, has no doubt of the similarity of the same and he believes it genuine. They are identically the same signature, and that shewn is undoubtedly genuine.

The former governors of Louisiana and other public functionaries generally signed, to acts only their family names.

(Signed) OCTAVE DE ARMAS.

The U. S. Dist. attorney having been present, had no cross questions to propound to the witness.

The foregoing I certify to be the true and exact deposition of Octave de Armas, esq: witness for the Plaintiffs, as taken down by me in writing, read over aloud to the witness and by him signed in my presence.

Witness my hand and seal this 27th April, 1849.

[SEAL.] (Signed) ROBT. M. LUSHER,
Dy. Commissioner, &c.

3°. The Plaintiffs offered in evidence the (following) depositions of Chs. Gayarré & Ls. St. Martin, which are as follows:

J. B. DAUTERIVE ET AL.
vs. } 65
THE UNITED STATES.

U. S. District Court: Eastern District of Louisiana:

Friday, May 4th, 1849.

Testimony taken in open court, on the hearing of the cause.

Chas. Gayarré, esq: a witness summoned for and on behalf of the Plaintiffs, being duly sworn, deposes as follows:

He is Secretary of State of Louisiana. There are among the archives of said office no judicial records of proceedings in the superior council under the Spanish govt. in La. no orig. document of any kind, concerning judicial records or grants.

The Dist. Attorney, present, propounds no cross-questions.

(Signed) CHARLES GAYARRÉ.

Louis St. Martin, esq. witness for Plaintiffs, being sworn, deposes as follows:

He is Register of the Land office at N. O.; has looked through all the papers in his office for the original of Doc. B No. 21, (now again shewn to him), but has not been able to find it.

Cross-questions—There is nothing in the Land office now to show that there ever was such an original in said office.

Direct: There are numbers of unbound documents in the Land office, and if one of them were withdrawn there would remain no evidence of its existence therein. Inventories had been made of the books in the office, and also of the *bundles* of papers tied together, but no detail inventory of the various papers contained in each bundle.

Mr. Saml. H. Harper is dead, so far as witness knows; his death he believes took place in 1836.

(Signed) L. ST. MARTIN.

Attest: (Signed) ROBT. M. LUSHER,
Dy. Clk.

May 4, 1849.

4o. The Plaintiffs offered in evidence the affidavit of Louis Janin, taken on the 22d of May, but by consent of parties filed as of the 3d of May, 1849.

HEIRS OF DAUTERIVE
vs. } 65
THE UNITED STATES.

U. S. District Court, Eastern District of La.

Louis Janin being duly sworn, deposes that he is the counsel of the plaintiffs in this case, that he attached much importance to the recovery of the copies mentioned in the inventory of the effects &c.

&c. belonging to the succession of Claude Trenonay made on the 10th day of July 1792 by the commandant of the Post of Pointe Coupée, that he made a careful search in the pub. offices of the Parish of Pointe Coupée and could not find said papers nor any trace of them, that he also made diligent enquiry among the oldest and best informed inhabitants of the Parish of Pointe Coupée for the purpose of ascertaining what might have become of said papers and where they might now be, but was unsuccessful in obtaining the desired information, that his researches did not lead him to suppose that said papers had been transported out of said Parish and might now be elsewhere, and that he therefore verily believes that said papers being of little value to the succession of said Claude Trenonay, were neglected lost and destroyed.

(Signed) LS. JANIN.

Sworn to and subscribed before me New Orleans May 22d, 1849.

(Signed) ROBT. M. LUSHER,
Dy. Clerk, U. S. Dist. Court.

5⁰. The Plaintiffs offered in evidence: Document marked "A No. 4," purporting to be a transcript of the claim of Dauterive's heirs and evidence in support of it No. 37. The Report of the Register and Receiver thereon, Nov. 22d, 1837: which document is in the words and figures following to wit:

Notice of Claim of the Heirs of Bernard Dauterive.

To the Register and Receiver of the Land Office of the South Eastern District of Louisiana.

Notice of the heirs of Bernard Dauterive, viz: Jean Baptiste Dauterive, Valiere Dauterive, and Eleanore Dauterive, wife of Augustin Richard, all three of the Parish of St. Martin, of Adeline Dauterive, widow of Jules Noel, of the Parish of Iberville, of Theodule Dauterive, Fanelie Dauterive, wife of Felix Delery and Virginie Dauterive, wife of Louis Bouligny all three of the Parish of Jefferson and Pauline Dauterive, wife of Samuel Logan of the Parish of St. Charles.

Gentlemen: Please to take notice that the above named grandchildren and heirs of Jean Antoine Bernard Dauterive claim the confirmation of their title to a tract of land in the Parish of Iberville on the west bank of the Mississippi, having forty-four arpents front and running back to the Atchafalaya, with the exception of so much thereof as has been confirmed to other persons, or has been sold by the United States for which they intend to claim compensation from the United States. The front of this tract is designated on the returned township plat of township No. 10 range No. 13 east, as lots 34 to 47 inclusive, but this part (front) is not claimed, but only what still remains unconfirmed or unsold behind the said front tract & between their side lines and the Atchafalaya. The above described tract is a portion of a grant made in 1718 by the Western Company to Paris Duvernay, settled for him in 1719 by Dubuisson & 60 other men and sold in 1765 by Claude Trenannay de Chenefort the agent of the said Paris Duvernay to the said J. A. Bernard Dauterive. The portion now claimed is so much of the said original grant as was confirmed to the said Bernard Dauterive by the Spanish governors O'Reilly and Unzayga, and this claim is made without prejudice to the rights of the claimants to other land under the said original grant by the Western Company, you are requested to file the annexed evidence and explanatory brief.

(Signed) LS. BOULIGNY,
Agent of the Claimants.

Brief.

It has already been stated in the Notice of this claim, that the land, the confirmation of which is now claimed, is a part of a larger grant made in 1717 by the Western Company to Paris Duvernay. It is mentioned in Martin's History of Louisiana (vol. I. page 205) as one of the large grants made by that Company to wealthy individuals, to promote the settlement of the colony and correctly described as situated on the right bank of the Mississippi (nearly) opposite Bayou Manchac.

In the following year Dubuisson and sixty other men were sent out by Duvernay & commenced its settlement (1 Martin's History page 206). They arrived on the 28th of April 1718 (Bernard de la Harpe, journal historique de l'établissement des Français à la Louisiane page 142.) on page 246 of the 1st vol. of Martin's History this settlement is again mentioned as one of the few that existed in 1723. This grant was sometimes called "La Concession Dubuisson" from the person who brought the first colonists out, and was in command of them, and who for a short time, had even a qualified property in this concession, which however he was compelled by a judicial decision, to relinquish to Paris Duvernay. It was still better known under the name of "La Concession des Bayagoulas" because the principal establishment was near the site of the old village of the Bayagoula Indians.

Trenonay de Chamfret was first appointed director of this colony on the 2d October 1724, in 1731 Paris Duvernay gave him a power of attorney to make a settlement with Dubuisson & Lagardo and to take possession of it. It seems that this gave rise to a suit between Trenonay de Chamfret and Dubuisson & that on the 16th of August 1733, a judgment was rendered, putting Trenonay in possession of the concession as Duvernay's agent.

About the 24th of September 1765 Trenonay de Chamfret sold this land to Bernard Dauterive, the price is not exactly known, (in a private memorandum of Dauterive's it is stated to have been 27,000 livres) it seems that a part of it was paid in cash; for in a transaction hereafter to be mentioned it is said that Dauterive gave on that day a note for 14,456 livres for the balance of the sale of the Bayagoula concession.

After this sale Trenonay de Chamfret removed Duvernay's slaves from the Bayagoula plantation to another which Duvernay had at Pointe Coupée (see the statement & recital in a power of attorney from Trenonay de Chamfret to L. Mazange of the 25th of August 1767).

On the 12th of April 1766 Paris Duvernay made a donation of his plantation & every thing belonging to them and of all his rights & claims in Louisiana to Claude Trenonay, the nephew of the above mentioned Trenonay de Chamfret.

In consequence of this donation a suit was instituted before the Superior Council of Louisiana by the donee against Trenonay de Chamfret, who was ordered to render an account & finally condemned to pay the donee a sum of 202,204 livres 15 sous.

This was followed by a compromise between the two Trenonay's dated October 2nd 1767, by which the uncle transferred to the nephew property to the amount of 87,808 livres on account of the above mentioned judgment and promised to pay the balance as soon as possible. Among the property so transferred was Dauterive's note of 14,456 livres stated to be the balance due on the Bayagoula plantation and to be the property of Paris Duvernay.

On the 6th of May 1769 Claude Trenonay (the nephew) obtained judgment against Dauterive for the balance due on this note of 14,456 livres. It seems therefore that Dauterive had already paid a part of it, and he most probably paid the balance of it a short time afterwards, for no trace of claim against him by Trenonay posterior to 1770 can be discovered.

Claude Trenonay the nephew died at Pointe Coupée in 1792, and a very minute inventory of his effects and papers was then made by the commandant of the post. Among the papers was a bundle which the commandant describes as "une liasse de papiers concernant la concession nommée Dubuisson et ci-devant ancien village des Bayagoulas." The bundle contained twelve documents, the dates and contents of which are stated at great length in the inventory. A certified copy of this portion of the inventory is herewith filed. The preceding statement has been principally prepared from it, & it is presumed that this extract made by the commandant who had the original before his eyes was not under no temptation to pervert their meaning, will be considered as sufficient evidence to their contents. The documents were all judicial proceedings or notarial acts—the records of the Conseil Superieur, the judicial tribunal of the province under the French government have disappeared, and no account can be obtained of what became of them. Copies of the notarial acts executed in Paris at so remote a period, if the originals have not been swept away by the revolution could not be procured without great difficulty, nor is their productions necessary for the present purpose. Best of such of the notarial acts mentioned in the inventory, as were executed in Louisiana, copies of which have been obtained and are herewith filed. They are:

1°. The inventory of the estate of the widow Ozerme, the wife Trenonay de Chamfret, dated March 7, 1765.

2°. The power of attorney by Trenonay de Chamfret to Leonard Mazange of New Orleans, (to make a settlement with Trenonay the nephew) dated August 25, 1767.

3°. The transaction between Trenonay Sr. & Jr. of October 2, 1767.

4°. The inventory of the estate of Trenonay Sr. of March 8, 1769.

The concession as made to Paris Duvernay and acquired by Dauterive had four leagues front on the Mississippi and run back to the Atchafalaya. The claimants derive their information in relation to this extent of the grant from a written statement by Dauterive himself. It would perhaps be possible to ascertain the locality of the original grant by discovering the situation of another grant made on the 2d of June 1769, to Louis Dalisné, which is stated to be bounded by Dauterive & which is recorded on folio 214 of the Record of French Concessions in this land office. But the size of this original grant is not now a subject of material enquiry, as the present claim is made under a confirmation by Governor Unzaga.

On the 16th of August 1769 O'Reilly arrived at New Orleans (1 Martin's History 362) and after having reduced the inhabitants of that city to passive obedience, he visited in the middle of the month of December the settlements on the Mississippi as far as Pointe Coupée (2 Martin's History 16) it seems that he there treated the property of the colonists in as despotic a manner as he had previously treated their persons. He reduced Dauterive's land to twenty arpents. It will not be pretended that by such high handed measures, by the capricious and for aught that can be discovered, nearly verbal order of this tyrannical governor, the land which had been completely severed from the domain, could revert to it, or that the grantee or his vendee should lose the property of an establishment made and supported during many years at great expense; nor is any fear entertained by the claimants that the United States will sanction such proceedings, so repugnant to their own principles and to all ideas of law and justice in order to swell their domain. It was an act of brutal violence which could confer or destroy no right—so far as these lands have been granted again or have been sold by the United States, the claimants are willing to submit to the effects of O'Reilly's order. But these observations are made only to guard against any misconstruction of their present application, which is only for the confirmation of so much of the original grant as O'Reilly & Unzaga consented to leave to them.

It seems that Unzaga, O'Reilly's successor was disposed to repair at least in part the injury done to Dauterive by O'Reilly. He granted him in 1772, twenty additional arpents, and Andry, the surveyor of the province was directed to survey the land in its new form.

This survey was made on the 12th of March 1772. It was filed in this office and on the 28th of April 1823, a copy of it was delivered, certified by the then register to be a true copy of the original then on file in this office. The original is no longer in this office and the claimants have not yet been able to find it. Marigny Dauterive and Mr. Livingston, who then had this business in hand, are now dead, and it has not been found in the papers of either of them.

Under these circumstances the certified copy deserves & will receive the same credit as the original. It will moreover be made perfectly clear by other documents that this survey was really executed and that Dauterive and his neighbors possessed their lands with the boundaries established by it. As this a very important document and as the process-verbal of survey by which it is accompanied contains statement of facts, of which no better proof could render any circumstances be adduced, than the attestation of an officer of the government acting within the sphere of his duties, a translation of its most material parts will be given.

Andry states that he went on the lands of Jean Antoine Bernard Dauterive, situated in the District of Iberville on the right bank of the Mississippi in the bend of the Bayagoulas to survey the twenty arpents front to which O'Reilly had reduced Dauterive's former possession, and also the other twenty arpents which by a posterior concession Governor Unzaga had provisionally granted to him, adjoining the first twenty arpents. The survey was made in the presence of Dutisné the commandant of the post, and Vicente Delphino the upper, and Antonio Maria Dorval the lower neighbor. An agreement is then mentioned between Dauterive and Delphino concerning the direction of their boundary line, which was to run N. W. Andry further explains the opening which was to be given to the said lines on account of the situation of the land in the Bend and proceeds to say that after he had measured the forty arpents front, Dauterive observed to him, that if he was bounded by this line (that is by the side line to be run back from the end of the 40 arpents) he would be deprived not only of the best piece of his clearings and fields but also of a considerable portion of his establishments and buildings and of a great part of his fences and parcs which extended about four (*here a blank is left in the copy the original having probably been illegible in this place*) lower down, which would compel him, at great inconvenience to make his fences anew and to remove his buildings, during which operation many of his sheep and cattle might escape and run into the woods—that (he Andry) supposing that the governor would not have reduced Dauterive to these twenty arpents, if he had aware of the injury he thereby would do him, &

knowing also that by discreetly extending the land, no injury would be done to any body as the lower neighbor Maria Antonio Dorval had been placed at the end of those clearings, that consequently a useless piece would remain between them, he (Andry) had carried the front line to point 2—subject to the approbation of the governor, which would give the claimant four arpents and two toises more than the above mentioned 20 arpents (granted by Unzaga). He then drew the side line 2½ S. perpendicular to the last section of the side line again took away from Dauterive's improvements the triangle between the lines 2 R. S. and 2 T. U. V. and he would moreover lose by this bearing of said line the road of four leagues in length which he had made through the woods and the Cypress Swamp to go to the Atchafalaya & bring his cattle out from his Vacheries in Attacapas. That considering that this was contrary to the instruction of the governor, who had made up to this road known under the name of Dauterive's portage, to transmit his orders and dispatches to the Districts of Attacapas and Opelousas, he (Andry) had concluded that he ought to bound the said land on that road, which he accordingly did.

This process verbal was signed by Andry, Dutisné, Dauterive and Dorval. Delfino the other neighbor declared that he could not write.

The plan contains in fewer words the same explanations as the process-verbal.

As he had stated in the process-verbal, Andry submitted his operations to Governor Unzaga, who thereupon wrote a letter to Dauterive, dated the 12th of June 1772, the original of which is now filed & of which the following is a translation.

"Under date of the 28th of March last the Surveyor Don Louis "Andry informs me as follows:

"In compliance with the orders of your Excellency, I went to "survey the lands granted to Don J. A. Bernard Dauterive by your "Excellency and also by his Excellency Count O'Reilly, in the dis-"trict of Iberville, in the Bend of the Bayagoulas. After having "traced the lines, I found that his establishments, buildings, clear-"ings, fences and his road leading to the Atchafalaya were not of "his land and believing this contrary to the instructions of your "Excellency who has made use of the road known as Dauterive's "portage to transmit his communications & orders to Districts of "Attacapas & Opelousas, I have bounded him in the said road & its "adjoining lines as far as the River Atchafalaya (as heretofore) "subject to the approbation of your Excellency."

"I approve the survey conformably to the plan of the surveyor "Dn. Louis Andry, dated the 12th of March last, with which I "acquaint you for your information and government.

"God preserve you many years."

"(Signed) UNZAGA.

"*New Orleans, July 12th*, 1772."

The statement in Andry's certificate of survey and the Governor's letters show the considerable improvements which had then be made on Dauterive's land. They had no doubt been commenced by the body of men brought out by Dubuisson in 1718. And by the slaves which Paris Duvernay put on the land, and had been followed up by Dauterive himself. The road of four leagues in length was a great undertaking for a private individual in those times. It is indicated of "portage Dauterieve" on Lafou's four sheet map of Louisiana and also on Darby's (or Lerotroris') map of Louisiana. On a manuscript map of Lafou some improvements at the termination of the road on the Atchafalaya are marked "Cabanago Dauterive" in Lafou's own hand writing.

Degrais testifies that Dauterive continued to reside on this land until his death in 1776. This is further shown by a notarial contract which Dauterive made in 1773 with one Richard Barry for the construction of a saw mill on this place. Part of the price was paid in cash. Dauterive was to furnish ten workmen. The claimants have also produced Dauterive's certificate of interment, of the 25th of March 1776 in which it is said, that he was interred by the curate of Ascension Church, because then there was no curate for the Church of St. Gabriel (that is the still existing curacy of the parish of Iberville) *of which he was a parishioner.*

After Dauterive's death this land descended to his four minor children, but his widow, following the patriarchal manners of those times, seems to have treated the property of her children as her own. On the 10th of September 1776, she sold the upper six arpents of it, but with the ordinary depth only, by a notarial act to Bellé (or Burette). The land is described as bounded below the remaining land of Mme. Dauterive and above by the land of Vincent Dalpinaux (Delfino's) then belonging to Joseph Hébert.

In 1779 Dauterive's widow was married to Jean Bte. Degruys, who is still surviving and who, though of a very advanced age, is still in the full possession of his faculties. His affidavit explains how it appeared, that the front of the land was granted again by the Spanish Government to Acadian families. He made a contract with the government to build 200 cabins on it, at the rate of $100 a cabin, for the accommodation of new settlers who were then expected in the colony; Governor Galvez, it is well known, made similar contract with other individuals, and then provided new settlers on their arrival with a home. It is thus that the settlements of New Iberia in Attacapas, of Valenzuela on the Lafourche, of the Terre aux bœufs & of Galveston were founded. But before Degruys could complete his contract, he was required to march with the troops which were employed in the conquest of Baton Rouge, Mobile & Pensacola. After his return the Governor (or perhaps his successor) had altered his intentions in relation to the Bayougoulas settlement, Degruys was paid only for about twenty cabins which he had furnished and required to desist from making more. It is stated by

Degruys that he and his wife were induced, by the prospect of realizing a considerable sum of money from the building of 300 cabins, to give the front of the land with 40 arpents in depth in the bargain, that the government receded from its contract in relation to the cabins and still retained the land and distributed it to Acadians, & that although he believed himself illegaly & unjustly treated, he durst not oppose the dictates of an all powerful governor. But however this transaction may be viewed, whether as a sale, a donation or a simple abandonment, it was equally unauthorized, for neither Degruys nor his wife were the owners of the land & moreover it does not appear that it ever was reduced to writing. The claimants however are willing to allow to this abandonment all the effect that could possibly be claimed for it, still it is clear that nothing passed under it but the front with 40 arpents in depth which is no longer claimed. It would therefore be unnecessary to explain what disposition was afterwards made of these front tracts, were it not, that by entering into an examination of this subject additional proof will be furnished that the land was surveyed by Andry and possessed under the boundaries established by him with the approbation of Governor Unzaga as has been above stated. It has already been mentioned that the front of this land is now what appears on the plat of Township 10 Range No. 13 east, as lots 47 to 34 inclusive. A comparison of the shape of this land (allowing for the levering of the river which in this place was considerable) with the copy of Andry's survey, and the situation of Bayou Goula would alone suffice to render this highly probable: it will be completely proved by an examination of the titles under which those lots were confirmed.

Lot 48 must therefore have been derived from Delpino, Dauterive's upper neighbor. Delpino's complete title will be found on fol. 284 of the record of French concessions in this office. It is there said that the land was bounded by Dauterive who was present at the survey. Indeed, it has been seen in Dauterive's survey, that he made an agreement with Delpino about the direction of their dividing line. It is moreover shown by Madam Dauterive's sale to Bellé of September 10th 1776 that the upper part of Dauterive's land was bounded by Delpino's which then (in 1776) belonged to Joseph Hébert.

Now lot No. 48 has been confirmed in Joseph Hébert's name. See Book of Decisions entitled "Acadie & Iberville page 200—and the evidence of the claim in the book on the back of which is written "Acadie & Iberville p. 162, this is Audry's survey of Delpino's land, to which the same agreement between him and Dauterive is annexed in relation to their dividing line, which is found in the copy of Dauterive's certificate of survey.

Lots 47 & 46 are the first of those which were formerly part of Dauterive's land. The evidence is in the record, having written on its back, Book 2 New Orleans fol. 255. It there appears that it is claimed under Madame Dauterive's sale of September 10th 1776 (to Bellé or Burette) and the agreement with Delpino is again mentioned.

Lot No. 44. The evidence is in "Register B. 1, New Orleans" page 294. The certificate of survey by Pintado, dated June 15th 1796. States that this tract "was a part of the concession of Mr. Dauterive (Dotrive) which was destined for the establishment of the Acadian families from France."

Lot No. 40. Evidence in Register B. II. New Orleans page 346. The same statement, as in the preceding case, is formed in Pintado certificate of survey of June 16th 1796.

Lot No. 36. See Register of Sundries "Acadie and Iberville" page 39. The certificate of survey of June 13th 1796, contains the same statement as above.

Lot No. 34. See Register of Decisions "Acadie and Iberville" p. 83 No. 167, evidence in "Cantrelle's Book" A. p. 296, Pintado's certificate of survey of June 14, 1796, states that this is the last tract of those which were taken from the concession of Mr. Dauterive for the establishment of the Acadian families from France.

Lot No. 33 as No. 34 was the lowest part of Dauterive's land, who was Dauterive's lower neighbor. His complete title will be found on fol. 279, of the book of French concessions, and it is said in it that he was bounded above by Dauterive who was present at the survey. The evidence is in Cantrelle's Book A. p. 442 No. 286. It appears from it, that this land belonged in 1783 to Pierre Fabre (who had probably bought it from Dorval) and was bounded above by Madame Dauterive.

The evidence relating to lot 45, is mentioned in the folio pamphlet of decisions p. 25. Lot No. 43 see Register B. New Orleans page 297, for lot No. 39, Register B. 2 New Orleans p. 253, for lot No. 38 same book p. 249, and for lot 37, same book p. 262. Aa. this evidence without containing an express mention of Dauterive shows that this land was appropriated to the Acadian families who arrived from France about September 1784 and proves the truth of Degruy's deposition.

As regards the depth of the Atchafalaya, it is not expressly stated in Andry's certificate of survey. But it is certain, that if the depth had been the ordinary one of 40 arpents, Andry would have represented it on his plat, as he did in Delpino's case, as was done in all surveys to which reference has been made in this paper, and as was, it may be safely asserted, the constant practice of the Spanish surveyor. But Andry merely stated that the side lines must run in the same direction to the rear—he did not draw the rear line—the Atchafalaya on his plat, both because this would have gone greatly beyond the dimensions of his paper & because it would have been unnecessary, the Atchafalaya being a natural boundary, not liable to be mistaken. It is nevertheless not difficult to collect from Andry's certificate, what depth the tract had. He states that this tract was part of the land formerly owned by Dauterive and reduced to 20 arpents by O'Reilly. The front only was reduced, not the depth, which therefore remained as it was. He further says that he had bounded Dauterive on his road, which extended to the Atchafalaya and was four leagues in length. It is therefore not a strained inference that he bounded Dauterive on the whole length of this road. Nothing in the survey & the certificate contradicts, every thing in this leads to this interpretation. Andry explains, that if he had not given a certain direction to the lower side line Dauterive would have lost his road of four leagues in length to the Atchafalaya. The survey was consequently so made that Dauterive retained this road, and this could only be done by giving him the whole length along it. This might be rendered perfectly clear if a copy of Duvernay's grant could be obtained by the claimants, but every doubt is removed both by Degruys positive testimony who was so situated as best to know & recollect the truth of this matter, and by Governor Unzaga's letter, which recites the following passage from a letter by Andry: "Le he lindado al dicho "camino y las tierras limitrofas hasta el rio Achafalaya (como "antes pasado) I have bounded him on the said road as far as the "river Atchafalaya, as was heretofore the case." This conclusively shows that Dauterive's depth went originally to the Atchafalaya and that Andry gave him the same depth and this was approved by the governor.

The claimants have for many years been endeavoring to obtain a settlement of this claim, but the restriction of the powers of board of commissioners to claims not exceeding a league square contained until lately in all acts of congress treating such boards for the decision of French and Spanish land claims, has hitherto been an insurmountable obstacle to them. That restriction the injustice of which has been clearly shown by the Supreme Court of the United States, is now removed and every claim has now to be decided without reference to its extent. It may nevertheless be proper to explain in a few words the situation of the claimants and the efforts they have hitherto made.

Bernard Dauterive who died in 1776, left four minor children. The papers of the family were in the possession of Degruys, their stepfather previous to the cession of Louisiana, the land which they now claim was nearly valueless and being almost all swamp, admitted neither of occupancy or cultivation. Bernard Dauterive sons are all dead and the claimants are only unvaguely informed of the efforts they had made for the settlement of this business previous in 1821. Several of them died many years ago, leaving minor children dispersed in various parts of the States and it is well known how difficult it is, to procure a concert of action among persons so situated. In 1821 however family meetings were held in the Parish of Orleans & Iberville for the purpose of enabling the tutors of those minors to prosecute effectually their claims, and subsequently

in the same year the tutors gave powers of attorney to the late Edward Livingston to act on their behalf in these matters. On the 16th of November of the same year Mr. Livingston instituted suits in the District Court for the Parish of Iberville against the proprietors of the front of the tract now claimed. On the 21st of October 1823, these suits were dismissed on the motion of the defendants, because Mr. Livingston did not attend when they were called up for trial. He had then already left Louisiana and did not return until 1829. It has already been stated that the claimants do not intend to renew these suits. The claim was afterwards submitted to Congress, but no action of that body was ever obtained upon it, and in this respect it shared the fate of several other large claims, in which Mr. Livingston was deeply interested, and which he did not cease to press upon the attention of the Congress, without however making the slightest progress. Until his death Mr. Livingston had the management of this claim in hands. The claimants submit copies of the family meetings, of the notarial powers of attorney, extracts or certificates of baptism &c. &c. in proof of the pending statement and also several letters by Mr. Livingston. They also refer to Degruys affidavit as containing evidence of these & other facts stated in this paper.

In conclusion it may again be observed that on the 28th of September 1823, this claim was already filed in this office, as appears from the certificate of that date on the copy of the survey, the principal piece of evidence when the original was filed by whom, for what purpose, what has become of it, whether other papers were not also filed, the claimants are unable to explain on account of the death of all the persons, who until lately, had any agency in the management of this business.

[For map see original, page 40.]

Survey.

Don Luis Andry, teniente de Infanteria, y segund ayudante mayor de la plaza de la Nueva Orleans, comisionado por el Señor Governador General de esta Provincia de la Luisiana, al el medimiento y alindamiento de las tierras ocupadas en el susodicho distrito:

Certifico haber pasado a las tierras de Don Juan Anto. Bernardo Dauterive, situadas en el distrito de Ibervil, sobre la margen derecha de este Rio Mississippi, en la ensenada de las Bayagoulas, a efecto de medir y alindar á su favor los veinte arpanes de terreno de frente a el mencionado Rio, a que por su Excelencia Exmo. Señor Conde de O'Reilly habia sido reducida su posesion anterior en el referido sitio; y asimismo los demas veinte arpanes que por concesion posterior de su señoria el señor Governador general de esta provincia de la Luisiana Don Luis de Unzaga y Amezaga le han sido otorgados provisionalmente imediato á los antedhos. a cuyo fin (asistido por el comandante del expresado Distrito Don Louis Dutisne, y presenciado

tambien por el citado interesado, y sus ambos vecinos mas imediatos por arriba y abaxo, Viznte. Delpino y Anto. Maria Dorval, procedi como despues se sigue.

Hallandose establecido el referido Delpino a la Boca de un Bayu, ó esterito que comunica con el susodho. Mississippi, y a corta distancia despues de varias contornitas se va a perder en el monte, quedandose en seco quando este mengua, se ha tratado y convenido entre el y su colindante Mr. Dauterive, de que a caso que en lo principal de su curso, siguiera el dho. Bayu la direction del Nor oeste (cuyo rumbo limita por arriba á la tierra del citado Delpino) que daria por limite comun entre sus respectivas tierras; y que si a contrario declinaba el esterito por abaxo esto es por la parte del oeste, que daria propio a el precitado Mr. Dauterive, reduciendose en este caso Delpino a el susodicho rumbo del Noroeste; en cuya incertidumbre no se han puesto terminos algunos en esta linea suponiendose por limitrofo el Bayu, hasta que despues de desmontado el terreno, se pueda relevantar y conocer su curso.

Examinando despues a la figura del Rio que en este partido forma un arco u ensenado muy grande y profunda contornandose por abaxo desde el sud oeste, hasta el sur, sud este, este, y aun de Nord este, reconoci que no solamente no se podian medir sobre una misma tierra los quarenta arpanes de que se componen las dos susodhas. concesiones, pero que se habia de medir y alindar cada una de ellas separadamente de su imediata, como cosas distintas, a cada una de las quales se debia reparter el ensanchemiento correspondiente hacia su fundo, proporcionalmente a su situacion en la referida ensenada; en cuya atencion y para resolver con equidad y puntual conocimiento quantos grados de abertura habia de llevar cada trozo; calcule por trigonometria la distancia desde el susodho. arroyo, hasta el primer havitante de por abaxo, y del mismo lado, que entonces era Luis Tousson; y saque que cabia como noventa arpanes de intervalo y frente, cuya cantidad se ensanchaba de un quarto de circulo, á noventa grados en profundura, dirigiendose los limites del dicho Tousson al sud oeste; de lo que inferi, que a respecto de un grado de abertura devia regularse cada arpan, y que por consiguiente correspondian a cada una de las antedichas concesiones veinte grados de ensanchamiento, deviendo la linea limitrofa entre ambas, dirigirse en el monte del norte sesenta y cinco grados acia el oeste, en cuyo concepto pase a medir; y habiendo plantado el grafometro a el punto A de la margen izquierda del susodho. esterito lo dispuso perpendicularmente a el mencionado rumbo, abri por el monte traze con jalones, y medi con la cadenilla las tres lineas punteadas A A. B C y D B paralelas una a otra, hasta alcanzar en el punto B los veinte arpanes de la ultima concesion, con advertencia de que, a proporcion que a el extremo de cada linea yo me llegaba al Rio, estuve precisado estirarme en profundura por las perpendicularitas A. B. y C. D.; a cuyo punto B bolvi a plantar el grafometro, y con el traze la linea punteada E B X para limite comun entre las dos referidas concesiones; pero ella tampoco no puse mojones algunos, por pertenecer ambas al mismo dueño, y haverlo querido asi el interesado. Despues me vine al punto E, y ateniendo a que el primer trozo concedido por su excelencia, le correspondia el mismo ensanchamiento de veinte grados en profundura, como a el de que arriba se ha tratado y debia por tanto limitarse por abaxo por una linea tirada del Norte ochenta y cinco grados acia el Oeste; dispuse el grafometro perpendicularmente a esta ultima direccion, y trazo las lineas punteadas F. G. H I. J K. L M. y N O; (paralelas una a otra, con su perpendicularita E F. G H. I J. K L. y M N; para retirarme por el monte, a proportion que me acercaba a caer el Rio,) hasta llegar en el punto C a la susodha. cantidad de veinte arpanes; a cuyo termino, salio el interesado con hazerme presente, de que en estrechandole a esta raya, yo lo quitaba no tan solamente el pedazo mas ventajosa de sus desmontes y cultivos; pero aun una porcion considerable de sus establecimientos y viviendas, y la mayor parte de cercados y hatos que se extendian como a quatro mas por abaxo; de lo que le resultaria un travajo para arancar, acariar y bolver a plantar sus cercados, y transplantar a sus fabricas, y un perjuicio muy grave en la perdida de muchas reces y animales que se le escaparian entretanto, huyendose al monte; con que en el presupuesto de que no le hubiera reducido su Excelencia a la referida cortedad de veinte arpanes, si supiera perjudicarlo tan pesadamente; y constandome a demas de que, del alargarle discretamente el terreno, no podia resultar inconveniente para nadie, respecto a haverse colocado el vecino mas imediato por abaxo, Antonio Maria Dorval, a el extremo de los referidos desmontes, y quedaria por consiguiente un hueco inutil entre ellos; el todo maduramente considerado, y salvo en todo la ratificacion de su Señoria, he venido en seguir el medimiento hasta llegar a el punto 2, en donde se terminan dhos. desmontes, de cuyo alargamiento han resultado a favor del interesado, quatro arpanes y dos toesas mas de los veinte concedidos por su precitada Excelencia; y al dho. punto 2 tiré la linea punteada 2 R S. perpendicular a las del executado medimiento, para limitarle de con el citado Dorval; pero sucedio que esta linea aunque exactamente perpendicular al Rio, todavia quitaba a el pretendiente el triangulito de sus desmontes comprehendido entre la susodha. linea punteada Q R S. y la negra Q T U V. que la sigue; a demas que por el dho. rumbo, perdia aun el camino de quatro leguas de largo, practicado por el, para penetrar por el monte y cipriera al Rio de Achafalaya, y sacar sus reces de sus vaquerias ú hatos del partido de los Atakapas; lo que considerando yo como opuesto á los animos del Exmo. concediense que se habia valida del mismo camino, (conocido por el nombre de *portage de Mr. Dauterive*) para remetir sus ordenes y demas providencias a los distritos de Attakapas y Opelousas; pase a relevantar con el Grafometro el rumbo del mencionado Camino, y reconoci que se dirigia en el monte al sud oeste, paralelamente á la direction de los limites de la tierra del precitado Luis Tusson; y asimismo averigue que el terreno incluso en el dho. triangulito era anegado pantanoso de muy dificil cultivo, e inutil para qualquiera; de lo que inferi, que a el dho. camino se havia de limitar el pretendiente, y lo execute, disponiendo en la mencionada linea negra del sud oeste los dos terminos T U. ambos de cipre; el primero T de cinco pies y siete pulgadas de largo, sobre seis pulgadas de grueso en quadro, puntiagudo de un pié por su cabeza o cabo superior, y clavado de dos pies y ocho pulgadas de profundidad en tierra, a un ó treinta toesas de distancia de la margen actual del Rio, y el segundo U de cinco pies y medio de largo, y de seis pulgadas de quadradura en quadro; puntiagudo de onze pulgadas por arriba, y plantado de tres pies de hundo en tierra a treinta y toesas mas atras en profundura; el todo como se demuestra en el vosquexo ó plano figurativo que accompaña.

Y para que de todo los antes expresado conste doy la presente certificacion, que he firmado yo con el precitado commandante Dn. Louis Dustine con el interesado Don Juan Antonio Bernardo Dauterive y con su vecino imediato de por abaxo, Don Antonio Maria Dorval; habiendo declarado el otro vecino de por arriba Vizente Delpino, no saver firmar; de todo lo que doy fe, en la costa de Ibervil, el dia doce del mes de Marzo del corriente año de mil setecientos setenta y dos.

(Firmado) Louis Andry, Dauterive, Dorval, Louis Dutisne.

LAND OFFICE, EASTERN DISTRICT OF LOUISIANA,
Register's Office, New Orleans, April 28th, 1823.

I, Samuel H. Harper, Register of the Land Office for the Eastern District of Louisiana do certify the foregoing to be a true copy from the original now on file in my office.

Witness my hand at the city of New Orleans the day and year above written.

(Signed) SAMUEL H. HARPER, *Regr.*

Letter of Governor Unzaga.

Con fecha del 28 de Marzo pasado me dice el agrimensor Dn. Luis Andry lo que sigue:

En conformidad a las ordenes que V. S. me ha dado pase á medir en el Distrito de Iberville en la ensenada de las Bayagoulas las tierras concedidas á Dn. J. A. Bernardo Dauterive por su Sria. y las tambien por el Exmo. Conde de O'Reilly despues de haber sacado las lineas reconoci que sus establecimientos vivienda, desmontes cercados, y su camino para conducir al Rio de Achafalaya, se hallaria afuera de su terreno, y considerando opuesto a los animos, del Exmo. concediente que se habia valido del camino conocido por el portage de Mr. Dauterive por sus comunicaciones para remiter sus ordenes al distrito de Atacapas y Opelousas, le he lindado el dho. camino y sus lignes limitrophas hasta el Rio de Atchafalaya (como antes pasado) y salva en todo la ratificacion de su Sria.

Aprobando el apeo conforme al plano del agrimensor Don Luis Andry con fecha del 12 de Marzo pasado lo que comunique a vm. para su intelligencia y gobierno.

Dios gue. a vm. ms. ans.

(Firmado) UNAZAGA.

Señor Dn. Bernardo Dauterive.

Nueva Orleans 12 de Julio de 1772 años.

Inventory of Claude Trenonay.

Du procès-verbal d'Inventaire des propriétés dependantes de la succession de fou Sieur Claude Trenonay, au rapport du Sieur Valerien Leblanc alors commandant civil et militaire du poste de la Pointe Coupée, a été extrait ce que suit; le dit procès-verbal en date du 10 Juillet 1793 (à la page 464.)

Item une liasse de papiers concernant la concession nommée Dubuisson et ci-devant ancien village des Bayagoulas, dans cette province.

Premièrement un délibération passée pardevant deux notaires de Paris le 2 Octobre 1726, entre Sieurs Paris Duvernay, de la Garde et Dubuisson, conjointement et Pierre Louis Cavallier de Vertenil et François Dubuisson de Montferrier, seuls associés et interessés en la dite concession, par laquelle délibération Mr. Trenonay de Chamfret est nommé directeur de la concession, à la place du Sieur de Vertenil, No. 79 et paraphé par nous.

Item—un acte de transport de la concession dite Dubuisson en faveur des Sieurs La Garde et Dubuisson pour la somme de cent dix neuf mille trois cent cinquante sept livres trois sols, l'acte de constitution de Rente, en faveur du Sieur Paris Duvernay passé par maitre Sylvestre, Notaire au Chatelet de Paris en date du 16 Mai 1729. No. 80 et paraphé par nous.

Item—Une procuration donnée au Sieur Claude Trenannay de Chamfret par le Sieur Paris Duvernay aux fins de faire rendre compte aux Sieurs Dubuisson et Lagarde de la concession dite Dubuisson en date du 18 Octobre 1731. No. 81 et paraphé par nous.

Item—Une convention entre les Sieurs Paris Duvernay et Claude Trenonay de Chamfret pour la dite concession avec le double de cet acte et de la procuration ci dessus, pardevant maître Sylvestre, Notaire au Chatelet de Paris en date du 18 Octobre 1731. No. 82 et paraphé par nous.

Item—La copie de la sentence arbitrale rendue par les Sieurs Du Manoir et Dreux du 16 Août 1783, l'arrêt qui homologue la dite sentence rendue le 12 Septembre suivant, et accorde et remet en possession le Sieur Claude Trenannay de Chamfret fondé de procuration du Sieur Paris Duvernay de la dite concession, circonstances et dependances. No. 83 et paraphé par nous.

Item—L'inventaire fait après le décès de la Veuve Ozenne, vivante épouse du Sieur Claude Trenonay de Chamfret en date du 19 Mars 1765. No. 84 et paraphé par nous.

Item—La donation faite par le Sieur Paris Duvernay au dit défunt, neveu du Sieur Claude Trenonay de Chamfret de tous les biens et effets mobiliers et immobiliers composant l'etablissement fait dans l'ancien village des Bayagoulas, dans cette Province et au lieu de la Pointe Coupée ou autres environs, en vertu de la concession faite originairement par la compagnie des Indes, ensemble, tout les fruits, profits, revenus, émoluments et interets dus au dit Sieur Paris Duvernay, la dite donation en date du 12 Avril 1766, passé pardevant les Notaires du Chatelet de Paris, maitres Arnoul et Trudou, avec la copie du même acte No. 85 et paraphé par nous.

Item—Un arrêt du Conseil Superieur de cette Province, qui condamne le Sieur Claude Trenonay de Chamfret à rendre compte de tous les biens, qui appartiennent an Sieur Paris Duvernay, dans cette colonie à Sieur Claude Trenonay son neveu, donation du dit Sieur Paris Duvernay, en date du 2 Mai 1767. No. 86 et paraphé par nous.

Item—La procuration du Sieur Claude Trenonay de Chamfret au Sieur Leonard Mazange passée par devant maître Benoist, Notaire de la Pointe Coupée en date du 25 Juillet 1767. No. 87 et paraphé par nous.

Item—L'arret du conseil qui accorde au dit defunt la saisie conservative de tous les biens appartenant à son oncle le Sieur Claude Trenonay de Chamfret en date du 11 Juillet 1767. No. 88 et paraphé par nous.

Item—Autre arret du conseil, qui fixe le reliquat du compte rendu par le dit Sieur Mazange au nom et comme procureur fondé du dit Sieur Claude Trenonay de Chamfret à la somme de deux cent deux mille deux cent quatre livres, quinze sols, dont le dit Sieur de Chamfret demeura reliquataire envers le dit Sieur Trenonay son neveu ayant le dit compte, et au paiement de laquelle somme, il a été condamné par le même arrêt en date du 5 Septembre 1767. No. 89 et paraphé par nous.

Item—Une copie de la transaction faite entre le Sieur Claude Trenonay de Chamfret et le sus-dit défunt, son neveu, passée pardevant maître Benoist Notaire de la Pointe Coupée le 2 Octobre 1767, par la quelle le dit Sieur de Chamfret met le dit Sieur son neveu en pleine et entière possession de tout le contenu de l'inventaire fait après le décès de la Veuve Ozenne, vivante son épouse en date du 19 Mars 1765, dont le montant est de soix ante treize mille trois cent cinquante deux livres cinq sols, ainsi que de la somme de quatorze mille quatre cent cinquante six livres, contenant en un billet du Sieur Dauterive en date du 24 Septembre 1765, lesquels deux articles, qui composent la somme de quatre vingt sept mille huit cent huit livres cinq sols, provenant des biens du Sieur Paris Duvernay en outre le dit Sieur de Chamfret fait cession et transport au dit Sieur son neveu, de la somme de vingt six mille cinq cent

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soixante et quinze livres dix huit sols deux deniers, qui provient d'un heritage de Mr. Trenonay de la Guillonière, son cousin germain, le tout à valoir sur la somme de deux cent deux mille deux cent quatre livres quinze sols, dont est reliquataire le dit Sieur de Chamfret envers son dit neveu; l'arrêt du conseil de cette Province, mis au dos de la dite transaction, en date du 10 Decembre 1768, qui en accorde l'insinuation au Greffier de la cour. No. 90 et paraphé par nous.

Item—L'arret du même conseil, qui condamne le Sieur Dauterive à payer au dit defunt Trenonay le reliquat de son obligation de quatorze mille quatre cent cinquante six livres, en date du 6 Mai 1769, avec les pieces au soutien. No. 91 et paraphé par nous.

ETAT DE LA LOUISIANE,
Paroisse de la Pte. Coupée:

Je Alphonse Robin juge de la Paroisse de la Pointe Coupée, certifie l'extrait ci-dessus conforme à l'inventaire de feu Sieur Claude Trenonay aux Archives de cette Paroisse.

Je certifie de plus, qu'après avoir parcouru attentivement le dit inventaire depuis le commencement jusqu'à la fin, je n'y ai trouvé aucune autre mention de papiers qui pourraient se rapporter aux affaires de Sieur Paris Duvernay ou à une concession nommée "Dubuisson ou des Bayagoulas."

En foi de quoi, j'ai signé le présent et y ai apposé mon sceau à la Pointe Coupée ce 28 Novembre 1836.

(Signé) A. ROBIN,
Juge de Paroisse

Sale of Widow Dauterive to Bellée.

September 1776, *State of Louisiana.*

L'an mil sept cent soixante & seize le dix du mois de Decembre à 10 heures du matin est comparu pardevant nous Louis Dutisné commandandant et juge au District d'Iberville, Madame Veuve Dauterive, nous ayant déclaré avoir vendu et cédé au nommée Bellée, six arpents de terre de face au fleuve, sur quarante arpents de profondeur, tenant par en haut au nommé Vincent Delpinaux de présent, Joseph Ebert, et par en bas aux terres de la dite dame Dauterive, pour prix et somme de cinquante piastres comptant que Made. Dauterive certifie avoir reçu en ma présence, dont elle tient le dit Bellée quitte et lui garantie la dite terre de toute hypothèque et frais sur la dite terre à compter de ce jour, et s'oblige de la lui faire arpenter à ses frais et depens. Fait et passé à Iberville ce jour et an que dessus.

(Signé) LOUIS DUTISNE.

I, John Dutton, Parish Judge in and for the Parish of Iberville,

Procuration of Trenonay Sr. to Mazange.

Pardevant le Notaire de la Jurisdiction de la Pointe Coupée y résidant, et en présence des témoins soussignés, fut présent en personne Sieur Claude Trenannay de Chamfret, ci-devant juge et subdélégué en ce poste, au nom et *comme ci-devant fondé de procuration de Messire Joseph Paris Duvernay, Conseiller d'Etat, Intendant de l'hotel à l'école royale Militaire, demeurant à Paris;* le quel pour satisfaire à l'arret du conseil superieur de la Province de la Louisiane, en date du deux Mai dernier, et à l'acte de donation que mon dit Sieur Paris Duvernay a passé en faveur du Sieur Claude Trenonay son neveu par acte au 12 Avril 1766, pardevant les Notaires au Chatelet de Paris, à lui duement signifié, ainsi que le susdit arret par exploit des seize fer. et dix Juin dernier. Il a constitué pour son procureur général et spécial la personne du Sieur Louis Mazange, patricien demeurant en la ville de la Nouvelle Orléans; auquel il donne plein et entier pouvoir pour lui et en son nom, de rendre le compte, qu'il est condamné de rendre, suivant l'arret du conseil susdit, de fournir soutenament au dit compte, de donner tels consentements qu'il jugera de droit, aux débats qui lui seront fournis, de faire tous actes necessaires pour parvenir à l'appurement du dit compte et pour eviter a frais, consentir par acte, qu'il fera signifier au dit Sieur Trenonay son neveu, de le mettre en possession de tous les effets, qui lui restent entre les main provenant des biens dont il a été chargé par mon dit Sieur Paris Duvernay, et dont il le chargera en recette dans son compte et ainsi que *des reprises provenant des allienations des biens qu'il a fait au dit Sieur Paris Duvernay, comme aussi d'emutation d'établissements qu'il a fait au Bayagoulas et à la Pointe Coupée, qu'il a été établie pour le compte de mon dit Sieur Paris Duvernay, avec les négres et produits de ceux qu'il avait vendu dépendant de la concession dite Dubuisson;* qu'il entend remettre à mon dit Sieur Claude Trenonay son neveu, pour le remplir des capitaux dont il etoit chargé ainsi que des Interets. Le tout suivant l'estimation portée en l'inventaire au neuf Mars et jours suivants de l'année 1765—dont sera fait recoltement par le Notaire resident à la Pointe Coupée, en consequence donner tous actes nécessaires, comparaitre pardevant nos seigneurs au conseil superieur de cette Province, pour y former telles oppositions en consentements qu'il jugera de droit et conforme au présent pouvoir, former toutes demandes qu'il jugera necessaire pour les interets du dit sieur constituant, plaider, apeler, opposer, élire domicilles, mettre tous jugement et sentences à exécution, jusqu'à parfait paiement, transiger, accomoder, traiter à l'amiable, recevoir, donner quittance, à faire généralement quelconque, tout ce qu'il conviendra être fait au plus grand avantage du dit sieur constituant, et généralement de faire pour lui tout ce qu'il pourrait faire en personne, sans qu'il ait besoin d'un plus ample et plus étendu pouvoir, promettant d'approuver et ratifier tout ce qui sera fait par le dit sieur procureur constitué, comme il'approuve et ratifie dès à présent tout ce qu'il fera au moyen des présentes, lesquelles vaudront nonobstant procuration jusqu'à révocation expresse, révoquant toutes autres procurations ci-devant données qui seront de nulle valeurs, voulant que la présente aye son plein et entier effet, promettant &c. &c. obligeant &c. &c.

Fait et passé à la Point Coupée l'an 1767 le 25 Août avant midi, en présence des Sieurs Antoine Ricard de Rientor et Jean Bte. Missonière témoins qui ont signé avec mon dit Sieur Trenonay de Chamfret, et moi Notaire susdit après lecture faite.

(Signé) Trenonay Chamfret, Missonière, Ricard de Rientor, Benoist, *Notaire.*

Pour copie conforme à la minute en mon etude.
(Signé) A. ROBIN,
Juge de Psse.

Pointe Coupée le 30 Novembre 1836.

Transaction entre C. Trenonay Chamfret et Claude Trenonay, neveu.

Pardevant le Notaire de la jurisdiction de la Pointe Coupée, Province de la Louisiane, en présence des témoins soussignés; furent present Sieur Claude Trenonay de Chamfret, d'une part habitant de la Pointe Coupée et ancien subdélégué de Mr. l'ordonnateur, et Sieur Claude Trenonay son neveu, résidant aussi au dit lieu de la Pointe Coupée et donnataire des biens de Messire Paris Duvernay, situés in cette Colonie, lesquels ont dit que le Sieur Trenonay de Chamfret ayant rendu compte des biens qu'il avait administré et géré appartenant au dit Sieur Paris Duvernay à son neven donnataire et que sur l'instance en reddition de compte qui était pendante au conseil supérieur de cette Province de la Louisiane, est intervenu arrêt le 5 Septembre dernier, parle quel le dit Sieur Trenonay de Chamfret se trouve relicataire et débiteur à son dit neveu de la somme de deux cent deux mille deux cent quatre livres quinze cents au paiement de laquelle somme le rendant compte a été condamné et à remettre, a l'ayant tous les titres, papiers, livres, journeaux concernant tant les possessions que l'administration des biens appartenant à Mr. Paris Duvernay et ainsi que de le mettre en possession comme donataire du dit sieur de tous les biens, noms raisons, et actions concernant la propriété du dit Sieur Paris Duvernay, pour par lui, en sa qualité de donataire en faire, jouir et disposer de toute propriété et à son gré.

Que dans le compte que mon dit Sieur de Chamfret a rendu il a passé en dépense et donne en reprise tous les biens qui sont compris dans l'inventaire du 7e Mai 1765 et jours suivants, *il a donné en outre en reprise une obligation du Sieur Dauterive de la somme de quatorze mille quatre cent cinquanto six livres pour valeur de la solde de la vente de l'habitation des Bayagoulas comprise dans la donation,* que les parties désirant terminer et executer l'arret du conseil le Sieur de Chamfret a dit, que quand à présent il lui était impossible d'acquitter en entier les condamnations, qui sont prononcées contre lui, que cependant pour commencer à executor le dit arret il a mis mon dit sieur son neveu en possession de tous les biens contenus au dit inventaire, et mon dit Sieur Claude Trenonay neveu reconnait par les présentes, être en due, pleine et entière possession de tous le contenu en icelui, montant à la somme de soix ante treize mille trois cent cinquante deux livres cinq sols, le dit Sr. Trenonay neveu reconnait en outre être en possession *de la somme de quatorze mille quatre cent cinquante six livres contenu au billet de Sieur Dauterive, en date du* 24 *Septembre* 1765, lesquels deux articles qui composent la somme de quatre vingt sept mille huit cent huit livres cinq sols contenus aux deux chapitres de dépenses du dit compte, *le dit Sieur Trenonay de Chamfret déclarant que les sommes qu'il vient de remettre à son dit neveu, proviennent des biens de mon dit Sieur Paris Duvernay*, et que c'est tout ce qu'il possede en cette colonie; mais qu'ayant en un héritage de Mr. Trenonay de la Guillonière son cousin germain, capitaine au Régiment de Toulouse Cavaliere, décédé à Paris en capital à la somme de vingt six mille cinq cent soixante quinze livres dix huit sols deux deniers, il a transporté et transporte à son neveu (ici une ligne presqu' entièrement effacé et qu'on ne peut déchiffrer) dix huit sols deux deniers ainsi que les interets de la dite succession pareillement donné et transporté pour en jouir en toute propriété à compte des sommes que mon dit Sr. de Chamfret doit à mon dit Sr. son neveu, se désistant mon dit Sieur de Chamfret de toute proprieté du dit heritage et en saisissant son dit neveu Claude Trenonay, au moyen duquel paiement il sera defalqué sur la susdite somme, de deux cent deux mille deux cent quatre livres quinze sols, et mon dit Sr. Trenonay de Chamfret s'oblige à passer à son dit neveu la somme qui lui restera devoir le plutôt possible, et mon dit Sieur Trenonay neveu reste en possession de tous les biens à lui délégués ci-dessus et des autres parts, car ainsi les parties ont voulu et consentent voulant qu'expedition des présentes soit enregistrée et inserrée dans le greffe ou besoin sera, donnant pouvoir de le faire au porteur d'expedition d'icelle, promettant avoir le tout pour agréable, car ainsi &c. &c. promettant &c. transportant &c. obligeant &c. hypothéquement &c. fait et passé au dit lieu de la Pointe Coupée, l'an 1767, le 12e Octobre avant midi en présence des Sieurs Antoine Ricard de Rientor et Jean Bte. Missonière témoins y demeurant qui signent avec mes dits Sieurs de Trenonay et moi Notaire sus-dit et soussigné après lecture faite suivant l'ordonnance.

(Signé) Trenonay Chamfret, Trenonay, Ricard de Rientor, Missonière, Benoist, *Notre.*

Pour copie conforme à la minute au greffe en cette Paroisse.

A. ROBIN,
Juge de Psse.

Pointe Coupée 30 Novembre 1836.

Inventaire d'effet de feu Sieur Trenonay de Chamfret.

L'an mil sept cent soixante neuf, le huitième jour du mois de Mars, deux heures de relevée et à la requête du Sieur Claude Trenonay, nous Pierre Ricard juge et subdélegué en la jurisdiction de la Pointe Coupée, serions transporté en la maison de feu Claude Trenonay son oncle, pour faire un inventaire des nippes, hardes et linges du feu Sieur Trenonay, lesquels ont été estimés par Jean Bte. Missonière huissier présent de cette dite jurisdiction, en égard au tems présent, à laquelle estimation nous allons procéder ainsi qu'il suit:

Trente chemises, savoir: de toile Royale garnies de Mousseline à feston, tant bonnes que mauvaises, estimées l'une dans l'autre à dix francs la pièce, faisant la somme de trois cent quarante livres	lv. 340 00
Neuf chemises de toile de flandre garnies en broderies estimées l'une dans l'autre à quinze francs la pièce faisant la somme de cent trente cinq livres	135 00
Seize d^{o} de toile royale garnies en batiste unie, tant bonnes que mauvaises, estimées à sept livres dix cents l'une dans l'autre, qui fait la somme de cent vingt livres	120 00
Cinq chemises de toile de morlais, de nuit, estimées cinq livres la pieces, fait la somme de vingt cinq livres	25 00
Six paires grandes culottes de polonaise avec deux de cotonade tant bonnes que mauvaises, estimées l'une dans l'autre six livres et cinq sols fait la somme de cinquante francs	50 00
Un chapeau de castor neuf estimé vingt cinq livres	25 00
Deux douzaines mouchoirs de collette estimés ensemble à la somme de cent francs	100 00
Une montre d'or estimée à la somme de quatre cent francs	400 00
Un etui garni d'argent formant à la f'. garni de 4 rasoir, une pince, son cuir, un miroir, un peigne avec un arrache poils, estimées à la somme de quinze francs	15 00
Une épée à poigné d'argent massif avec son ceinturon de bœuf brodé d'argent, estimee à la somme de cinquante francs	50 00
Trois paires de boucles d'argent dont une pre. à souliers et les deux autres pres. a Jarretieres, un porte col d'argent, 2 pres de boutons à manches estimés le tout à la somme de vingt cinq livres	25 00
Dix neux paires bas, dont dix paires de fil gris, 8 de coton blanc et une pre. de soie, estimés ensemble à la somme de trente francs	30 00
De l'autre part,	lv. 1315 00

d'acquitter en entier les condamnations, qui sont prononcées contre lui, que cependant pour commencer à executor le dit arret il a mis mon dit sieur son neveu en possession de tous les biens contenus au dit inventaire, et mon dit Sieur Claude Trenonay neveu reconnait par les présentes, être en due, pleine et entière possession de tous le contenu en icelui, montant à la somme de soix ante treize mille trois cent cinquante deux livres cinq sols, le dit Sr. Trenonay neveu reconnait en outre être en possession *de la somme de quatorze mille quatre cent cinquante six livres contenu au billet de Sieur Dauterive, en date du* 24 *Septembre* 1765, lesquels deux articles qui composent la somme de quatre vingt sept mille huit cent huit livres cinq sols contenus aux deux chapitres de dépenses du dit compte, *le dit Sieur Trenonay de Chamfret déclarant que les sommes qu'il vient de remettre à son dit neveu, proviennent des biens de mon dit Sieur Paris Duvernay,* et que c'est tout ce qu'il possede en cette colonie; mais qu'ayant en un héritage de Mr. Trenonay de la Guillonière son cousin germain, capitaine au Régiment de Toulouse Cavaliere, décédé à Paris en capital à la somme de vingt six mille cinq cent soixante quinze livres dix huit sols deux deniers, il a transporté et transporte à son neveu (ici une ligne presqu' entièrement effacé et qu'on ne peut déchiffrer) dix huit sols deux deniers ainsi que les interets de la dite succession pareillement donné et transporté pour en jouir en toute propriété à compte des sommes que mon dit Sr. de Chamfret doit à mon dit Sr. son neveu, se désistant mon dit Sieur de Chamfret de toute proprieté du dit heritage et en saisissant son dit neveu Claude Trenonay, au moyen duquel paiement il sera defalqué sur la susdite somme, de deux cent deux mille deux cent quatre livres quinze sols, et mon dit Sr. Trenonay de Chamfret s'oblige à passer à son dit neveu la somme qui lui restera devoir le plutôt possible, et mon dit Sieur Trenonay neveu reste en possession de tous les biens à lui délégués ci-dessus et des autres parts, car ainsi les parties ont voulu et consentent voulant qu'expedition des présentes soit enregistrée et inserrée dans le greffe ou besoin sera, donnant pouvoir de le faire au porteur d'expedition d'icelle, promettant avoir le tout pour agréable, car ainsi &c. &c. promettant &c. transportant &c. obligeant &c. hypothéquement &c. fait et passé au dit lieu de la Pointe Coupée, l'an 1767, le 12e Octobre avant midi en présence des Sieurs Antoine Ricard de Rientor et Jean Bte. Missonière témoins y demeurant qui signent avec mes dits Sieurs de Trenonay et moi Notaire sus-dit et soussigné après lecture faite suivant l'ordonnance.

(Signé) Trenonay Chamfret, Trenonay, Ricard de Rientor, Missonière, Benoist, *Notre.*

Pour copie conforme à la minute au greffe en cette Paroisse.

A. ROBIN,
Juge de Psse.

Pointe Coupée 30 Novembre 1836.

Inventaire d'effet de feu Sieur Trenonay de Chamfret.

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(Signé) Trenonay Chamfret, Trenonay, Ricard de Rientor, Missonière, Benoist, *Notre.*

Pour copie conforme à la minute au greffe en cette Paroisse.

A. ROBIN,
Juge de Psse.

Pointe Coupée 30 Novembre 1836.

Inventaire d'effet de feu Sieur Trenonay de Chamfret.

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Neuf chemises de toile de flandre garnies en broderies estimées l'une dans l'autre à quinze francs la pièce faisant la somme de cent trente cinq livres	135 00
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Six paires grandes culottes de polonaise avec deux de cotonade tant bonnes que mauvaises, estimées l'une dans l'autre six livres et cinq sols fait la somme de cinquante francs	50 00
Un chapeau de castor neuf estimé vingt cinq livres	25 00
Deux douzaines mouchoirs de collette estimés ensemble à la somme de cent francs	100 00
Une montre d'or estimée à la somme de quatre cent francs	400 00
Un etui garni d'argent formant à la f^{r}. garni de 4 rasoir, une pince, son cuir, un miroir, un peigne avec un arrache poils, estimées à la somme de quinze francs	15 00
Une épée à poigné d'argent massif avec son ceinturon de bœuf brodé d'argent, estimee à la somme de cinquante francs	50 00
Trois paires de boucles d'argent dont une pre. à souliers et les deux autres pres. a Jarretieres, un porte col d'argent, 2 pres de boutons à manches estimés le tout à la somme de vingt cinq livres	25 00
Dix neux paires bas, dont dix paires de fil gris, 8 de coton blanc et une pre. de soie, estimés ensemble à la somme de trente francs	30 00
De l'autre part,	lv. 1315 00

Suite et montant ci-contre,	lv. 1315	00
Onze petites serviettes à barbe, estimées a vingt sols piece, fait la somme de treize livres 15 sols	13	15
14 pieces d'estomac et une pce. de jarretiere de coton estimés à la somme de dix neuf livres 15 sols	19	15
Six vestes de cotonade blanche avec une mauerase de sircassa estimés ensemble à la somme de cent francs	100	00
24 bonnets de coton garnis de dentelles estimés ensemble à la somme de trente francs	30	00
Un juste au corps de drap noir, veste et culotte estimés à la somme de quarante francs	40	00
Un bujapsom bleu avec la culotte pareille estimés à la somme de quarante francs	40	00
Un habit de drap violet, veste et deux culottes pareilles, boutons d'or doublés de soie, estimés à la somme de soixante francs	60	00
Un juste au corps veste et culotte d'etoffe soie et coton, estimé le tout ensemble à la somme de vingt cinq livres	25	00
1 habit de famde veste de drap avec une pre. de culottes rouge tout unie estimé à la somme de douze livres dix sols	12	10
Un habit veste et culotte en soie ensemble à la somme de douze livres 10 sols	12	10
Un mauvais chapeau de castor estimé quarante sols	2	00
Une armoire en bois de noyé à deux battants fermant à clef, estimée cinquante francs	50	00
	lv. 1718	50

Et le dix jour huitième Mars 1769 pardevant moi Pierre Ricard juge et subdelegué, en la jurisdiction de la Pointe Coupée, est comparu Sieur Claude Trenonay, lequel après serment par lui fait de dire, a dit et déclaré n'avoir point d'autres effets appartenant à la succession de feu Claude Trenonay de Chamfret son oncle que ceux mentionnés au présent inventaire montant à la somme de dix sept cent dix huit livres cinquante sols, de laquelle declaration il nous a requis acte à lui octroyé et a le dit Sieur Trenonay signé avec nous huissier priseur et nous greffier et notaire avec paraphé.

(Signé) Trenonay, Ricard, Missonière et Benoist *Nre. et greffier.*

A Monsieur Ricard juge et subdélégué de Mr. L'Ordonnateur du poste de la Pte. Coupée, Monsieur suplie humblement Claude Trenonay disant qu'étant chargé de quelques effets mobiliers appartenant à la succession de feu Mr. Trenonay de Chamfret son oncle paternel, il désirerait a telles fins que de raison en faire constater la valeur par un acte judiciaire, et enfin le supplicant conclut en requérant qu'il vous plaise Monsieur, ordonner qu'inventaire soit faite, des effets ci-dessus mentionés à jour et heure qu'il vous plaise designer par acte ordinaire, et perez droit.

(Signé) TRENONAY.

Qu'il soit fait ainsi qu'il est requis pour le 8 du présent mois. A la Pointe Coupée ce 3 Mars 1769.

(Signé) RICARD.

Pour copie conforme á la minute en mon étude

(Signé) A. ROBIN,
Juge de Psse.

Pointe Coupée 5 Decembre 1836.

Affidavit of Jn. Bte. Degruys.

En la Paroisse de Jefferson, Etat de la Louisiane le 22 Août 1836, et dans le 61me de l'independance des Etats Unis d'Amerique.

Pardevant moi François Joseph Enoul Dugué Livandais juge de paroisse, et en presence des témoins ci-après nommés et soussignés.

Est personellement comparu le Sieur Jean Baptiste Degruys, lequel ayant été dument assermenté dépose qu'il est né à la Nouvelle Orleans en 1750, et qu'il a toujours habité la basse Louisiane, le déposant a beaucoup connu feu Antoine Bernard Dauterive, qui avait été capitaine au service français, et qui est mort à Plaquemines en 1775. Dauterive avait des terres considerables dans la Basse Louisiane, il avait une terre de quatre lieues de face au Mississippi, qu'on appelait la terre des Bayagoulas et qui allait du Bayou Plaquemines jusqu'au Bayougoulas et peut être plus loin, cette terre est dans ce qui forme à présent la paroisse d'Iberville; Dauterive l'avait acheté de Trenonay, riche habitant de la Pointe Coupée, qui y avait entretenus des établissemens, et une vacherie, avant de vendre à Dauterive. Dauterive avait une vacherie à Barataria, qu'il vendit en 1768—après quoi il allat s'établir sur la terre achetée de Trenonay. Le deposant a entendu dire il y a tres long temps, que le titre de Trenonay venait d'une ancienne concession Francaise; cette terre était bornée dans la profondeur par l'Atchafalaya, quand O'Reilly est arrivé à la Louisiane, il reduisit arbitrairement plusieurs grandes concessions et entre autres, celle de Bayagoulas, après cette réduction la concession n'avait plus qu'environ quarante quatre arpens de face. Dauterive a demeuré plusieurs années au Bayagoulas aù il avait une vacherie et des etablissemens, il fesait frequemment des voyages en ville et aux Attakapas, il avait fait un chemin dans la partie inferieure de sa terre qui allait dans la profondeur jusqu'à l'Atchafalaya et dont il se servait pour aller aux Attakapas

Suite et montant ci-contre,	lv. 1315	00
Onze petites serviettes à barbe, estimées a vingt sols piece, fait la somme de treize livres 15 sols	13	15
14 pieces d'estomac et une pce. de jarretiere de coton estimés à la somme de dix neuf livres 15 sols	19	15
Six vestes de cotonade blanche avec une mauerase de sircassa estimés ensemble à la somme de cent francs	100	00
24 bonnets de coton garnis de dentelles estimés ensemble à la somme de trente francs	30	00
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Et le dix jour huitième Mars 1769 pardevant moi Pierre Ricard juge et subdelegué, en la jurisdiction de la Pointe Coupée, est comparu Sieur Claude Trenonay, lequel après serment par lui fait de dire, a dit et déclaré n'avoir point d'autres effets appartenant à la succession de feu Claude Trenonay de Chamfret son oncle que ceux mentionnés au présent inventaire montant à la somme de dix sept cent dix huit livres cinquante sols, de laquelle declaration il nous a requis acte à lui octroyé et a le dit Sieur Trenonay signé avec nous huissier priseur et nous greffier et notaire avec paraphé.

(Signé) Trenonay, Ricard, Missonière et Benoist *Nre. et greffier.*

A Monsieur Ricard juge et subdélégué de Mr. L'Ordonnateur du poste de la Pte. Coupée, Monsieur suplie humblement Claude Trenonay disant qu'étant chargé de quelques effets mobiliers appartenant à la succession de feu Mr. Trenonay de Chamfret son oncle paternel, il désirerait a telles fins que de raison en faire constater la valeur par un acte judiciaire, et enfin le supplicant conclut en requérant qu'il vous plaise Monsieur, ordonner qu'inventaire soit faite, des effets ci-dessus mentionés à jour et heure qu'il vous plaise designer par acte ordinaire, et perez droit.

(Signé) TRENONAY.

Qu'il soit fait ainsi qu'il est requis pour le 8 du présent mois. A la Pointe Coupée ce 3 Mars 1769.

(Signé) RICARD.

Pour copie conforme á la minute en mon étude

(Signé) A. ROBIN,
Juge de Psse.

Pointe Coupée 5 Decembre 1836.

Affidavit of Jn. Bte. Degruys.

En la Paroisse de Jefferson, Etat de la Louisiane le 22 Août 1836, et dans le 61me de l'independance des Etats Unis d'Amerique.

Pardevant moi François Joseph Enoul Dugué Livandais juge de paroisse, et en presence des témoins ci-après nommés et soussignés.

Est personellement comparu le Sieur Jean Baptiste Degruys, lequel ayant été dument assermenté dépose qu'il est né à la Nouvelle Orleans en 1750, et qu'il a toujours habité la basse Louisiane, le déposant a beaucoup connu feu Antoine Bernard Dauterive, qui avait été capitaine au service français, et qui est mort à Plaquemines en 1775. Dauterive avait des terres considerables dans la Basse Louisiane, il avait une terre de quatre lieues de face au Mississippi, qu'on appelait la terre des Bayagoulas et qui allait du Bayou Plaquemines jusqu'au Bayougoulas et peut être plus loin, cette terre est dans ce qui forme à présent la paroisse d'Iberville; Dauterive l'avait acheté de Trenonay, riche habitant de la Pointe Coupée, qui y avait entretenus des établissemens, et une vacherie, avant de vendre à Dauterive. Dauterive avait une vacherie à Barataria, qu'il vendit en 1768—après quoi il allat s'établir sur la terre achetée de Trenonay. Le deposant a entendu dire il y a tres long temps, que le titre de Trenonay venait d'une ancienne concession Francaise; cette terre était bornée dans la profondeur par l'Atchafalaya, quand O'Reilly est arrivé à la Louisiane, il reduisit arbitrairement plusieurs grandes concessions et entre autres, celle de Bayagoulas, après cette réduction la concession n'avait plus qu'environ quarante quatre arpens de face. Dauterive a demeuré plusieurs années au Bayagoulas aù il avait une vacherie et des etablissemens, il fesait frequemment des voyages en ville et aux Attakapas, il avait fait un chemin dans la partie inferieure de sa terre qui allait dans la profondeur jusqu'à l'Atchafalaya et dont il se servait pour aller aux Attakapas et pour en faire venir ses troupeaux, il y avait près du chemin une barriēre qui suivait pendant une certaine distance le Bayagoula.

Le déposant n'a lui même suivi cette Barrière qu'à peu près quarante arpens, mais il a appris de ses nègres qui avait coutume de chasser dans ces endroits et surtout d'un nommé Senant que cette barrière était tres longue et allait jusqu'à l'Atchafalaya; à l'époque de sa mort en 1775, Dauterive demeurant à Placquemines, il voulait alors etablir un moulin à scie près du Bayou Grosse tête; après sa mort sa veuve a continué de demeurer à Placquemines et lorsque le Gouverneur Galvez fit un voyage dans les Paroisses du haut du fleuve on consacra l'église de Iberville et Galvez etait le parrain et Madame Dauterive la marraine de l'église, c'était peut-être un an et demi avant l'expedition de Baton Rouge, qui a en lieu en 1779.

Le déposant habitait à cette époque les Attakapas, en 1778, la veuve Dauterive est aller demeurer aux Attakapas, ou elle avait des parens, le 4 mai 1779 elle s'est marié avec le déposant. La veuve Dauterive avait quatre enfants de son premier mariage; savoir: Antoine Bernard Dauterive, qui à l'époque du mariage de la dite veuve avec le deposant avait 14 ans, Louis Vecomines Dauterive qui avait 12 ans, Marigny Dauterive, qui avait 6 ans et Dubuclet le plus jeune qui est mort en bas age.

Après son mariage le déposant voulut aller habiter la terre de Bayagoula, mais sa femme ne voulet pas y consenter, elle n'aimait pas cet endroit qui lui paraissait trop solitaire et elle craignait surtout les tigres qui y etaient en grand nombre.

Pour tirer quelque parti de cette terre, le déposant et sa femme convinrent ensuite avec le gouverneur de leur ceder la face de cette terre sur 40 arpents de profondeur et d'y bâtir deux cents cabanes à $100 la Cabane; le gouvernement avait alors l'intention de former un village dans cet endroit.

En exécution de cet arrangement le deposant alla avec 12 nègres et 2 negresses et un econome blanc, nommé Pradier, au Bayagoulas pour construir ces Cabanes. Il commença par reparer la maison de demeure que Dauterive avait habité, ensuite il prépara des pieux pour 50 ou 60 cabanes. Le gouverneur envoya un ingénieur pour mesurer les distances entre les Cabanes, mais le déposant ne peut se souvenir si c'était Mr. Andry ou un autre.

Cet endroit a été long-temps connu sous le nom de village   vers ce tems le Gouverneur Galvez fit un appel aux habitant de la Province de le suivre dans l'expedition contre Baton Rouge, beaucoup d'habitants s'y rendirent. Les Attakapas y envoyèrent trois compagnies, et le déposant fut du nombre; il laissa alors l'économe Pradier et les négres au Bayagoulas; après l'expédition du Baton Rouge, les vues du Gouverneur étaient changées, lorsque le déposant contracta pour la construction des cabanes, on dissait qu'elles étaient destinées à recevoir des familles qu'on attendait d'Espagne, mais plus tard Galvez dirigea son attention principalement aux etablissements de Galvestown de la Nouvelle Iberie de Valenzuela &c. &c. Il fut alors signifié au deposant de cessur de faire des cabanes, le gouverneur ayant renoncé au projet de coloniser cet endroit, et on ne le paya que pour vingt cabanes qui etaient achevées, et rien pour les pieux qui étaient préparés pour 30 ou 40 cabanes de plus; le gouverneur mit alors un gardien de ces cabanes sur la terre et le deposant après être retourné pour peu de temps aux Attakapas, suivit de nouveau le gouverneur Galvez contre la Mobile et Pensacola.

Le deposant a connu le gardien dont il vient de parler, il demeurait avec sa femme au Bayagoulas; quelques années plus tard le gouverneur fit placer des familles sur cette terre. Le gouverneur n'a pas rempli son contrat avec le déposant et sa femme, la convention etait qu'ils céderaient 40 arpents de face avec la profondeur ordinaire, et batiraient 200 cabanes a $100 la cabane, ce qui aurait fait $20,000. Mais le gouverneur ne leur a jamais payé que le prix des 20 cabanes achevés et ce pendant a gardé la terre. Le déposant et sa femme n'auraient pas consenti à ce marché s'ils n'avaient pas pensé qu 'avec le travail d'une douzaine de nègres pendant dix huit mois ou deux ans ils auraient pu faire $20,000, et c'est seulement parcequils complaint sur un nombre considérable de cabanes à faire qu'ils ne fesaient pas de prix pour la terre; ils n'auraient pas donné la terre et les vingt cabanes pour $2,000 qui sont tout ce que le déposant a reçu du gouvernement; le déposant était d'opinion que le gouverneur avait violé le contrat lorsqu'il lui fit dire de ne pas faire les cabanes, et voulut demander qu'il fut anullé, au moins pour la terre, mais sa femme l'en dissuada pensant qu'il ne pouvait pas lutter avec succès cantre le gouverneur, cependant dans ce contrait avec le gouvernement, le déposant et sa femme n'ont jamais disposé à la profondeur de la terre; cetti profondeur était considérable et allait jusqu'à l'Atchafalaya; la terre de Dauterive après sa reduction par O'Reilly avait plus de 44 arpents de face et ouvrait de 90 degrés; on disait alors que sa ligne superieure traversait le Bayou grosse tête, mais ces endroits etaient alors bien peu connus et presque impraticable.

Les troupeau qui allaient des Attakapas à la Nouvelle Orléans prenaient alors généralement le chemin de Dauterive; c'était aussi la route généralement suivie par les voyaguers, surtout dans les eaux basses, ce n'est que d'après la mort de Dauterive et vers 1791, qu'un nommé Blake a fait un chemin le long du Bayou Placquemines qui fut plus tard frequenté par les troupeaux; avant la mort de Dauterive on n'allait aux Attakapas que par le chemin de Dauterive et par l'Alchafalaya qui n'était par encore bouché par des embarras.

Il y avait sur cetti terre une butte faite par des sauvages non loin du fleuve qui doit y être encore si elle n'est pas éboulée. Du tems que le déposant y travaillait il n'y avait qu'une tres petite levée faite par Dauterive, peut être d'un pied ou de 14 pouce, cette terre était tres haute et il fallait une crue extraordinaire pour que les eaux arrivassent jisqu'à la levée, mais éboulait considerablement.

Sous le gouvernement Espagnol ces terres étaient considerées comme de très peu de valeur et le déposant ne s'est jamais occupé de cetti reclamation, car à l'époque du changement du gouvernement les enfans de Dauterive étaient déjà grands, et c'est eux que ces affaires regardaient.

Le témoin a en chez lui quelques papiers qui avaient appartenu à Dauterive, et entre autre l'arpentage des terres du Bayagoulas fait par Andry, l'arpenteur du Gouvernement et autant qu'il peut s'en souvenir, il lui semble qu'il y avait aussi une vente de cette terre par Mr. Trenonay à Dauterive, il n'est cependant pas positif sur ce dernier fait, mais il était parfaitement et généralement connu dans la colonie que Trenonay avait vendu cette terre à Dauterive.

Les enfans Dauterive n'ont pris quelques mesures pour regler cette affaire que lorsque Marigny Dauterive s'adressa à Mr. Livingston. Mr. Livingston institua plusieur procès, contre les personnes d'une partie de cette terre, mais partet bientôt pour Washington; les anciens habitans de la Louisiane ont souvent mis beaucoup de négligence dans leurs réclamations de terre. Le déposant à lui-même des terres dont les titres n'ont été confirmé que l'année passée, quoiqu'il les possède depuis 1792. La femme du déposant est morte en 1811, les quatre enfans de Dauterive nommés plus haut sont tous morts, Dubouclet est mort eu bas âge, Marigny Dauterive est morte en 1828 sans enfans, Antoine Bernard Dauterive est mort 1812 ou 1813, laissant quatre enfans encore vivant, savoir: J. B. Dauterive, Valière Dauterive, Eleonore Dauterive, femme de Auguste Richard, tous les trois de la Paroisse St. Martin, et Adelaide Dauterive, veuve de Jedes Noel de la Paroisse d'Iberville.

Louis Decomine Dauterive est mort en 1814 laissant quatre enfans tous vivant, savoir: Theodule Dauterive, Virginie Dauterive, femme de Louis Bouligny et Fenelle Dauterive, femme de Felix Delery, tous les trois de la Paroisse Jefferson et Pauline Dauterive, femme de Samuel Logan de la Paroisse St. Charles.

Le déposant connait toutes les personnes qu'il vient de nommer, depuis leur enfance.

Le déposant ajoute qu'il y a en ville un vieux nègre nommé Gregoire qui a appartenu à feu Bernd. Dauterive et à sa veuve, jusqu'à la mort de la derière en 1811. C'était le domestique de la maison et de confiance de la famille, il est intelligent et a bonne mémoire, ayant toujours été avec Bd. Dauterive, il se rappelle encore beaucoup de circonstances relativement à la terre dont il est question dont cet affidavit.

Dont acte fait et passé en l'étude dans la Paroisse sus-dite, les jours, mois et an que dessus en présence de Messieurs Louis Alexandre Harang, Theodore Tureaud et François Joseph Laizer, temoins competant appelé au nombre de trois à cause de la cécité

dont le Sieur Degruys le déposant est affligé, lesquels ont signé avec le déposant et le juge susdit, après lecture faite—(signé) J. B. Degruys, Teode. Tureaud, L. A. Harang, François Joseph Laizer.

F. DUGUÉ,
Juge.

Je certifie la copie ci-dessus conforme à l'original qui reste en mon étude pour recours.

En foi de quoi j'ai signé les présentes et y ai apposé le sceau de mon étude en la Paroisse de Jefferson ce huit Decembre 1836.

(Signé) F. DUGUÉ,
Judge.

Claim No. 37. We refer you also to the memorial accompanying this claim. (The heirs of Bernard Dauterive.

A. B. We think it proper to state—that in no case where the depositions of witnesses were produced did we have the opportunity of personally examining the witnesses. They lived in every instance at a considerable distance from the city of New Orleans—and our opinion of the reliance which should be placed in such testimony is based upon the certificates of the justices of the peace which accompanied such depositions and our knowledge of the character of the claimants. It was our wish if possible to have personally examined the individuals who had signed these depositions—but the distance of their residence and their unwillingness to leave their homes and come to the city (as we were informed and which we have no reason to doubt) prevented us from accomplishing our wishes in this respect.

In all cases where the claim was based upon Spanish grants and claims of titles &c. the originals were produced to us—and we were fully satisfied of their genuineness—we did not retain the originals in the office as the law under which we act (see sec. 1st) only required us to *record* the titles produced.

We remain, sir,
Very respectfully yours most obedient servants,
(Signed) B. Z. CANONGE,
Register.
RICHARD M. CARTER,
Receiver.

To the Honorable Levi Woodbury,
Secretary of the Treasury, Washington.

Dn. Luis de Unzaga y Amezaga, Brigadier de los Rs. Extos. &a.

Vistas las antecedentes diligens. practicadas pr. el 2do. Ayudte. de esta plaza Dn. Luis Andry comisionado pa. el deslinde de la costa de Ibervil sobre la posecion qe. ha dado a Vicente Delpino de seis arpanes de tierre de frente al rio Misisipi en la citada costa con la

profundidad ordinaria de quarenta lindando por arriba con la havitaon. de Blaz Brazeux, y por avajo con la de Dn. Juan Anto. Bernardo Dauterive, y reconociendo estar reglada al orn. de agrimensura y á las concesiones de los antedhas. circunvecinos sin que a estos se les cause perjuicio algo. ni qe. lo hacian reclamado y si bien consentido segun justifica su asistena. a dhas. operaciones, aprovandolas como las aprovamos: Usando &a. Na. Orleans onze de Julio de mil setecientos setenta y quatro.

DN. LUIS DE UNZAGA Y AMEZAGA.
Por mando. de su Sria.
DN. JPH. FOUCHER.

Dn. Luis de Unzaga y Amezaga, Brigadier de los Rs. Extos. &a.

Vistas las antecedentes diligens. practicadas por elsegdo. Ayudte. de esta plaza Dn. Luis Andry, (comisionado para el deslinde de la costa de Ibervil) sobre la posecion que ha dado a Anto. Maria Dorval de diez arpanes y seis toesas de tierra de frente al rio Misisipi en la citada costa con la profundidad orda. de quarenta lindando por arriba con la habitaon. de Dn. Juan Anto. Bauterive, y por avajo con las tierras vacantes, y reconociendo estar regladas al orn. de agrimensura y a la concesion de antedho. circunvecino sin qe. a este se le cause perjuicio algo. ni qe. lo hacia reclamado y si bien consentido segun justifica su asistencia a dhas. operaciones aprovandolas como las aprovamos: Usando &a. Na. Orleans siete de Julio de mil setecientos setenta y quatro.

DN. LUIS DE UNZAGA Y AMEZAGA.
Por mando de su Sria.
DN. JPH. FOUCHER.

No. 406.—Joseph Hebert claims a tract of land situated on the west side of the River Mississippi in the county of Iberville containing six arpens in front & forty in depth & bounded on the upper side by land of Blaz Brousseux & on the lower by land of Antonio Bernard Dauterive.

This land was surveyed in the year 1772 in favor of Vicente Delpino who obtained a complete grant for the same in 1774 from Don Louis de Unzaga under which grant the claimant hold by purchase.

Confirmed.

No. 406.—Comté d'Accadie le 4 Avril 1808. A Monsieur Michel Cantrelle, député chargé de l'Enregistrement des terres pour les comtés d'Accadie et d'Iberville.

Joseph Hebert habitant du comté d'Iberville, vous adresse conforménent á la loi du Congrès, les titres et actes de vente des terres qu'il posséde dans le dit comté, avec prière de les enregistrer dans les formes prescrites par la dite loi.

[illegible] | 4 | [illegible] Familia [illegible] las y [illegible] | [illegible]

[illegible] Ap. 8:

Il a l'honneur d'être votre très humble serviteur. (Signés) Loiseau, faisant pour son beaufrère Joseph Hebert.

Par un certificat de Mr. Louis Dutisné ci-devant commandant du District de Iberville, en date du 25 Août 1773, il conste que l'habitation du Sr. Vizente Delpino de six arpens de front sur quarante de profondeur, a été vendue au Sr. Joseph Hebert; dont le plan et proces verbal d'arpentage de la dite terre sont ci-après detaillées.

[For Map see original, page 76.]

Dn. Luis Andry, Teniente de Infanteria, y segundo ayudante Mayor de la Plaza de la Nueva Orleans, comisionado por su señoria el Sor Gobernador general de esta Provincia de la Luisiana, á el alindamiento de las tierras occupados en el mencionado distrito.

Certifico haver medido hoy dia catorze del mes de febrero del corriente año de mil setecientos setenta y dos a favor y con presencia del nombrado Vizente Delpino en el Distrito de Iberville sobre la margen derecha de este rio Misisipy; (asistido por el comandante del referido Distrito Dn. Luis Dustisné, y presenciado tambien por los dos vecinos mas imediatos del citado interesado, los quales abajo se espresaran, la cantidad de seis arpanes de terreno de frente a el susodicho Rio, sobre las dos lineas punteadas del plano q. encabeza; paralelas una a otra, y perpendiculares á la linea negra de la derecha esto es, a la de los dos linderos A y B, cuya tierra confina por arriba con la de Blaz Brasseux y por abajo con la de Dn. Juan Antonio Bernardo Dauterive de cuya ultima esta separada por un estrito que parece dirigirse en profundura al Noroeste (paralelamente á la linea de los limites de arriba); y sirve de limite comun con el dho. Mr. Dauterive, la linea de arriba limitrofa con el susodho. Brasseux, se dirije en el monte al Noroeste y en ella he echo plantar los dos terminos A. y B. ambos de palo de cipre; el primero A. de cinco pies y dies pulgadas de largo y de cinco y media sobre seis pulgadas de quadradura puntiagudo de un pié por su cabeza ó cabo superior y con culata bruta por abajo, clavado de tres pies de profundidad en tierra, a un arpan o treinta toesas de distancia de la margen actual del Rio; y el segundo B de seis pies de largo, y de seis pulgadas de grueso en cuadro, con la misma punta y culata q. se lleva dicho a el antecedente; picado; y plantado de dos pies y media en tierra, a viente y cuatro toesas mas atras en profundura, el todo como se demuestra en el plano que acompaña: en la linea que ha de separar á Mr. Dauterive de con el interesado, no se han puesto mojones ningunos habiendose considerado por linderos la canal del mencionado Esterito, q. a dho. efecto servirá de limite comun entre dhas. dos tierras, aunque en su curso se. experimenten algunos contornitos de poca consecuencia, lo que asi se ha determinado con el animo de que pueda servir al referido Bayu, de canal comun á ambos habitaciones para sacar sus maderos del monte, quanto se ofrezca el caso.

Y para que todo los antes expresado conste doy la presente certificacion, que he firmado yo, con el precitado comandante Dn. Luis Dustisné, y con el mencionado Dn. Juan Antonio Bernardo Dauterive, habiendo declarado el interesado Vicente Delpino y su otro vecino Blaz Brasseux, no saber firmar, de todo lo que doy fé, a la costa de Ibervil, fecha ut supra: signé Luis Andry.

Sinembargo de lo arriba estipulado en quanto a el Esterido, han convenido entre ellos Mr. Dauterive y Delpino, de que si a caso el dho. Bayu, á lugar de seguir directamente en lo principal de su curso, á la direccion del Nor oeste declinaba mas hacia el Oeste, esto es sobre la concesion del citado Mr. Dauterive; quedaria en propiedad á este ultimo su canal y uso de ella; debiendo solamente entenderse su comunidad ó uso comun, en el caso que (salvos los concornitos) corra en profundura el mencionado arroyo paralelamente á la linea de los dos terminos A y B; a cuya paralela deve reducirse por abajo el susodho. Delpino, signé Luis Andry, Luis Dutisné, Dauterive.

Dn. Luis de Unzaga y Amezaga, Brigadier de los Rs. Extos. Gobernador, Intendente e Inspector General de esta provincia de la Luisiana, &a.

Vistas las antecedentes diligencias practicadas por el segundo ayudante de esta plaza Dn. Luis Andry (comisionado para el deslinde de la costa de Ibervil sobre la posecion que ha dado á Vicente Delpino de seis arpanes de tierras de frente al Rio Misisipy en la citada costa con la profundidad ordinaria de quarenta lindando por arriba con la habitacion de Blaz Brazeux, y por abajo con la de Dn. Juan Antonio Bernardo Dauterive, y reconociendo estar regladas al ordn. de agrimensura y a las concesiones de los antedichos circunvecinos sin qe. a estos se les cause perjuicio alguno, ni que lo hayan reclamado y si bien consentido segun justifica su asistencia a dhas. operaciones, aprovandolas, como las aprovamos; usando de la facultad que el Rey nos tiene concedida, otorgamos en su real nombre al susodicho Vicente Delpino los referidos seis arpanes de tierra de frente con la profundidad de quarenta pa. que como propias disponga de ellos y los disfrute reglandose á las mencionadas diligencias y observando las condiciones prevenidas en el reglamento del asunto. Damos la presente firmada de nro. puño sellada con el sello de nuestras armas y refrendada del infrascripto secretario de este gobierno. Na. Orleans onze de Julio de mil setecientos setenta y quatro. Signé Luis de Unzaga y Amezaga. Por mando. de su Sria. Signé, Joseph Foucher.

Registrada en el libro de concesiones q. para en esta secretaria de govo. de mi cargo, pagina 284. Na. Orleans fha. ut supra. Signé, Foucher.

(Firmado) MICHEL CANTRELLE.

[For Map, see original, page 80.]

Ferdinand V. Potier, autorisé par son Excellence Guillaume C. C. Claiborne, gouverneur du territorie du Mississippi, à borner et réarpenter dans la province de la Louisiane et l'ile de la Nouvelle Orléans, residant en ville, se trauvant actuelement au District d'Iberville et chez Mr. Pierre Belly commandant, nous sommes transporté à la requisition de Mr. Charles Brand, à l'effet de réarpenter et borner sa terre de six arpens quelques pieds, et lui poser des bornes entre Joseph Hebert et lui, lesquelles bornes n'existant plus, et qu'il avait proposé à Mr. Joseph Hebert de faire reposer et de lui donner borne, à quoi s'était refusé, et fut par ordre du commandant obligé de camparaître et expliquer ses raisons, ce qui fut executé devant nous; ayant présenté son plan d'arpentage par Mr. Andry arpenteur, et fut reconnu publiquement que la lisière de profondeur courant S. E. & N. O. qu'il était parallel; que Mr. L. Andry lui avait selon son plan donné pour borne un petit bayou qui devait courir parallel à la ligne d'en haut; et qu'au contraire sa ligne parallele serait tirée ce qui fut expliqué au Sieur Hebert qui a répondu qu'il s'en tenait à son titre, et qu'il ne pouvait empecher de borner le rquérant comme de droit. Le requérant nous ayant en outre requis de diviser sa terre qu'il tenait des biens de feu Bely Beret vendus à l'encant publique, et que la dite vente était deposée aux archives d'Iberville.

D'en donner trois arpens et six pieds à son frère, lui ayant vendu une portion par acte déposé au greffe de ce district. Pour parvenir à sa requisition et borner selon son titre, nous avons fait publiquement prévenir le Sieur Hebert à se trouver a l'arpentage et donner ses bornes, sur quoi il aurait répondu que l'on pouvait opérer, que le chemin public était libre et qu'il s'en tenait à ses titres, sur quoi nous avons été accompagné des soussignés et beau coup d'autres reconnaitre les bornes d'en haut limitrophes entre le Sieur Hebert et le Sieur Hipolite Dupuis marquées sur notre plan A. & B. éloignées du fleuve d'un arpent six pieds et deux pouces. Sur lesquelles bornes ayant posé notre graphometre nous les avons reconnu courir S. E. et N. O. conforme au plan de Mr. Andry qui nous avait été presenté par le commandant Mr. Belly en presence du requérant &a.

Ensuite pour diviser la terre du requérant nous aurions ouverts la face N. E. et S. O. mesurant trois arpens, nous aurions posé un piquet de remarque continuant notre mesure l'espace de 3 arpens 21 pieds 6 pouces, nous aurions reconnus les bornes F. G. limitrophes entre le requérant et Pierre Joseph Landry, sur lesquelles ayant posé notre graphometre, nous les avons reconnus courir N. 5° 8′ O. ce qui fait 5 degrés 30 minutes d'ouverture: sur laquelle ouverture le Sieur Charles Brand et le Sieur Louis Brand sont convenu, que Mr. Louis Brand serait borné à 3 arpens 6 pieds, et qu'il lui donnait dux degrés d'ouverture. Revenant à notre piquet de remarque, nous aurions mesuré six pieds, et aurions ouvert la lisière N. 47° O. et

de la Luisiana, certifico haber medido y lindado de nuevo a favor y en presencia de Juan Le Blanc, y con asistencia de Simon Le Blanc y Francisco Xavier Boudreau vecino inmediato un terreno de cinco arpanes ocho pies y seis pulgadas de frente que, con profundidad ordinaria sobre las dimenciones del plano, hacen 333 arpanes 275 toesas 22½ ps. quadrado medido con la percha de Paris segun costumbre de esta colonia, cuyo terreno situado en el Distrito de Iberville y sobre la margen derecha del rio Misisipi, lindando con los vecinos antedichos y anotados en el plano, y contenidos en los quarenta arpanes de Mr. Dauterive que se destinaron para el establecimiento de las familias Acadianas: posee, cultiva y disfruta pacificamte. el dho. Juan Le Blanc desde entonces y sin interrupcion de su posecion pacifica segun la declaracion de los vecinos, los que no reclamaron cosa alguna á tiempo del reconocimiento de los antiguos mejones existantes aun, antes bien lo consentieron unanimes—de cuyos mojones, los hallados sobre la linea de arriba divisoria entre el interesado y Simon Le Blanc y marcadas con las letras (A y B) son de madera de cipre: el primero a quatro toesas de la orilla actual del Rio; y el segundo a 17 toesas 4 ps. distante del primero con direccion al norte 77 gs. 18 ms. de mi brujula, varianda esta 7 gs. al N. E.

Los hallados sobre la orilla de abaxo son de la misma madera—el primero C, a 28 toesas 5 ps. de la margen de el Rio; y el 2º D a 28 toesas y 1 pié mas adentro con direccion al 86º 18′ O. de la misma brujula, ensanchandose ó abriendose nueve grados con la linea de arriba. Todas las quales operaciones fueron hechas segun la comision del primer agrimensor general de esta Provincià Dn. Carlos Trudeau, en fe de lo qual doy la presente que firmo, habiendo declarado los vecinos no saberlo hacer—En el Distrito de Iberville a 16 de junio de 1796.—Vicente Pintado—Visado, Carlos Trudeau, Agr. Real.

Patent.—Dn. Franco. Luis Hector Baron de Carondelet Caballero de la Religion de San Juan, mariscal de campo de los Reales Exercitos, Governador general, Vice Patrono Real de las Provincias de la Luisiana, y Florida Occidental é Inspector de las tropas veteranas y milicias de ellos &c.

Vistas las antecedentes diligencias practicadas por el segundo Agrimensor de esta Provincia Dn. Vicente Pintado y visadas por el Agrimensor general de ella Dn. Carlos Laveau Trudeau, sobre la posecion que ha dado á Juan Le Blanc de la cantidad de cinco arpanes ocho pies y seis pulgadas de tierra de frente, con la profundidad ordinaria de quarenta situados en el distrito de Iberville sobre la margen derecha del Rio Misisipi, lindando de un lado con tierras pertenecientes á Simon Le Blanc, y del otro con las (tierras) de Frano. Xavier Boudreau, como lo demonstra el plano figurativo que antecede; y reconociendo estar regladas al orden de agrimensura y a las concesiones de los antedhos. vecinos, sin que a estos se les cause perjuicio alguno ni que lo hayan reclamado, y si bien consentido, como lo justifica su asistencia a dhas. operaciones: aprobandolas como las aprobamos:

usando de la facultad que el Rey nos tiene concedido; otorgamos en su real nombre, al referido Juan Le Blanc los mencionados cinco arpanes 8 pies y 6 pulgadas de tierra de frente con la profundidad de quarenta, situados en el parage ya indicado, para que como propia los posea y disponga de ellos, reglandose a las mencionadas diligencias y observando las condiciones prevenidas en el reglamento del asunto. Damos la presente firmada de nuestra mano sellada con el escudo de nuestras armas y refrendada por el infrascrito secretario de este Gobierno en la Nueva Orleans a 20 de Julio de 1796. S. S. El Baron de Carondelet—Por mandado de su señoria, Andres Lopez Armesto.

Pierre Belly, juge du Comté d'Iberville d'Orleans, certifie et atteste que Dominique Dominguez est propriétaire et occupe une habitation située en ce comté sur la rive droite du fleuve Mississippi limitée par le haut aux terres de Jean Le Blanc et par le bas à celle de Honoré D'Aigle, composée de deux arpens cent pieds et trois pouces de terre face au dit fleuve avec la profondeur de quarante arpens, la même qu'il acheta de Jean Longuéssée le 28 février dernier, et celui-ci en avait la proprieté pour l'avoir reçue de son beau-père Jean Le Blanc lorsqu'il se maria avec Marie Rose Le Blanc sa fille suivant le contrat du 5 Janvier 1802 et le même Jean Le Blanc en avait eu la concession avec 2 arpans 100 pieds 3 pouces de terre de face de plus suivant les titres de 5 arpens 1 toise 2 pieds 6 pouces qui lui en furent accordés le 20 Juillet 1796. Et pour que cela conste je délivre le présent au susdit Comté d'Iberville le 24 Novembre 1806.

PIERRE BELLY.

[For Map see original, page 87.]

Survey.—Dn. Vincente Pintado segundo agrimensor de la Provincia de la Luisiana, certifico haber medido y lindado de nuevo hoy dia de la fha. a favor y en presencia de José Enry y con asistencia de Juan Bta. Lambrémont y Pedro José Landry vecinos inmediatos, un terreno de 5 arpanes y veinte y ocho toesas cinco pies de frente al Rio Misisipi, con la profundidad ordinaria, conteniendo en toda su superficie trescientos sesenta y seis arpanes quarenta y tres toesas y treinta pies quadrados medidos con la percha de Paris, segun el uso de esta Provincia; cuyo terreno situado en el distrito de Iberville sobre la margen derecha del Misisipi y lindando con los vecinos antedichos formando parte de la concession de Mr. Dotrive que fué destinada para el establecimiento de las familias Acadianas de Francia: cultiva, posee y disfruta pacificamente y sin interrupcion desde dicha epoca el citado José Enry como padre de una de las familias antedichas, sin haber obtenido hasta ahora el titulo de concesion en forma hallandose dicho terreno amojonado por el agrimensor general de esta Provincia segun declaracion del interesdo. y

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vecinos, los que no hallaron cosa alguna que reclamar en contra, antes bien consentido y reconocido ser sus verdaderas antiguas lineas divisorias, con cuyo unanime acuerdo pasé a reconocer sus direcciones y hallé á la linea de arriba divisoria entre el interesado y Pedro Joseph Landry el N. 57° 13 ms. O. E. de la brujula variando esta siete grs. al N. E. siendo los mojones (A. B.) de madera de cipre, el primero de quatro toesas y media de la actual orilla del Rio, y el segundo a 18 toesas y 1 ps. mas adentro. La linea de abajo divisoria entre el dicho interesado y Juan Bautista Lambremont corre al N. 66° 30 O. de la misma brujula, ensanchandose hacia su profundidad de 9° 17 siendo los mojones (C. D.) de la misma madera; el primero a quatro y media toesas de la orilla actual del Rio: el segundo a nueve toesas y cinco pies mas adentro. Todas las quales operaciones han sido practicadas con acuerda del agrimensor general Dn. Carlos Trudeau y en virtud de su concession: en fé de todo lo qual doy la presente con el plano figurativo que antecede sin estar firmada por los vecinos por haber declarado no saber firmar, siendo testigos Simon Le Blanc, Juan Le Blanc y José Le Blanc. Iberville 10 de Junio de 1776. Vincente Pintado, Pierre Joseph Landry. Visado, Carlos Trudeau, agrimensor general.

Patent.—Dn. Francisco Luis Ector Baron de Carondelet, Caballero de la Religion de Sn. Juan, Mariscal de campo de los Reales Exercitos, Gobernador General, Vice Patrono Real de las Provincias de la Luisiana y Florida Occidental e Inspector de las tropas Veteranas y Milicias de ella, &a. Vistas las antecedentes diligencias practicadas por el segundo agrimensor de esta Provincia Dn. Vicente Pintado, visadas del Agrimensor General Dn. Carlos Laveau Trudeau, sobre la posecion que ha dado á José Enry de la cantidad de cinco arpanes veinte y ocho toesas y cinco pies de frente con la profundidad ordinaria de quarenta situados en el Distrito de Iberville sobre la margen derecha del Misisipi, lindando de un lado con tierras pertenecientes á Juan Bautista Lambremont, y del otro con las de Pedro José Landry, como lo demuestra el plano figurativo que antecede.

Y reconociendo estar reglados al orden de agrimensura y á las concesiones de los antedichos circunvecinos sin que a estos se les cause perjuicio algo. ni que lo hayan reclamado y si bien consentido segun justifica su asistencia a dichas operaciones: Aprobandolas, como las aprobamos: usando de la facultad qe. el Rey nos tiene concedida: otorgamos en su real nombre al susodicho José Enry los referidos cinco arpanes, veinte y ocho toesas y cinco pies de frente, con la profundidad ordinaria de quarenta, para que como suyos propias disponga de ellos y los usufrute reglandose á las mencionadas diligs. y observando las condiciones prevenidas en el reglamento del asunto. Damos la presente firmada de nuestra mano, sellado con el sello de nuestras armas y refrendada de el infrascrito secretario

vecinos, los que no hallaron cosa alguna que reclamar en contra, antes bien consentido y reconocido ser sus verdaderas antiguas lineas divisorias, con cuyo unanime acuerdo pasé a reconocer sus direcciones y hallé á la linea de arriba divisoria entre el interesado y Pedro Joseph Landry el N. 57° 13 ms. O. E. de la brujula variando esta siete grs. al N. E. siendo los mojones (A. B.) de madera de cipre, el primero de quatro toesas y media de la actual orilla del Rio, y el segundo a 18 toesas y 1 ps. mas adentro. La linea de abajo divisoria entre el dicho interesado y Juan Bautista Lambremont corre al N. 66° 30 O. de la misma brujula, ensanchandose hacia su profundidad de 9° 17 siendo los mojones (C. D.) de la misma madera; el primero a quatro y media toesas de la orilla actual del Rio: el segundo a nueve toesas y cinco pies mas adentro. Todas las quales operaciones han sido practicadas con acuerda del agrimensor general Dn. Carlos Trudeau y en virtud de su concession: en fé de todo lo qual doy la presente con el plano figurativo que antecede sin estar firmada por los vecinos por haber declarado no saber firmar, siendo testigos Simon Le Blanc, Juan Le Blanc y José Le Blanc. Iberville 10 de Junio de 1776. Vincente Pintado, Pierre Joseph Landry. Visado, Carlos Trudeau, agrimensor general.

Patent.—Dn. Francisco Luis Ector Baron de Carondelet, Caballero de la Religion de Sn. Juan, Mariscal de campo de los Reales Exercitos, Gobernador General, Vice Patrono Real de las Provincias de la Luisiana y Florida Occidental e Inspector de las tropas Veteranas y Milicias de ella, &a. Vistas las antecedentes diligencias practicadas por el segundo agrimensor de esta Provincia Dn. Vicente Pintado, visadas del Agrimensor General Dn. Carlos Laveau Trudeau, sobre la posecion que ha dado á José Enry de la cantidad de cinco arpanes veinte y ocho toesas y cinco pies de frente con la profundidad ordinaria de quarenta situados en el Distrito de Iberville sobre la margen derecha del Misisipi, lindando de un lado con tierras pertenecientes á Juan Bautista Lambremont, y del otro con las de Pedro José Landry, como lo demuestra el plano figurativo que antecede.

Y reconociendo estar reglados al orden de agrimensura y á las concesiones de los antedichos circunvecinos sin que a estos se les cause perjuicio algo. ni que lo hayan reclamado y si bien consentido segun justifica su asistencia a dichas operaciones: Aprobandolas, como las aprobamos: usando de la facultad qe. el Rey nos tiene concedida: otorgamos en su real nombre al susodicho José Enry los referidos cinco arpanes, veinte y ocho toesas y cinco pies de frente, con la profundidad ordinaria de quarenta, para que como suyos propias disponga de ellos y los usufrute reglandose á las mencionadas diligs. y observando las condiciones prevenidas en el reglamento del asunto. Damos la presente firmada de nuestra mano, sellado con el sello de nuestras armas y refrendada de el infrascrito secretario por S. M. de este Gobierno, en la Nueva Orleans á 20 de Julio de 1796.

El Baron de Carondelet—Por mandado de su Sria.—Andres Lopez Armesto.

Comté d'Accadie le 19 Décembre 1806. A Monsieur Michel Cantrelle, Député chargé de l'enrégistrement des terres pour le Comté d'Accadie et d'Iberville.

Joseph Le Blanc habitant du Comté d'Iberville, vous adresse conformément à la loi du Congrès les titres des terres qu'il possede dans le dit Comté, avec prière de les enregistrer dans les formes prescrites.

J'ai l'honneur d'être votre tres humble serviteur,

(Signé) JH. MELANCON
faist. pour JH. LEBLANC.

[For Map see original, page 90.]

Dn. Vicente Pintado segundo Agrimensor le la Provincia de la Luisiana. Certifico aver medido y lindado de nuevo a favor y en presencia de José Le Blanc y con asista. de los dos vecinos inmediatos y del Commandante interino de este Distrito. Dn. Pedro Belly, un terreno de tres arpanes veinte y quatro toesas y quatro pies de frente con la profundidad ordinaria conteniendo doscientos veinte y dos arpanes quadrados en todo superficie medidas con la Percha de Paris segun el uso de esta provincia cuyo terreno situado en el Distrito de Iberville sobre la margen derecba del Rio Misisipi y el ultimo de los que se tomaron para el establecimto. de las familias Acadianos de Francia de la concesn. de Mr. Dotrive, posee y cultiva pacificamte. desde dho. tpo. el antedicho Joseph Le Blanc sin jamas aver sido inquietado segun la declaracion de los vecinos y del comandte. civil interino Dn. Pedro Belly por haberle sido señalado para que lo disfrutase sin aber obtenido el titulo de concesn. en forma nta. havra sinembargo de aber sido medido y lindado en aql. tpo. por el agrimensor gral. de esta Provincia segun declaracion de los mismos, los que reconocieron los mojones (A. B.) del plano que lindan con Juan Carlos Coman plantados por el, cuya direcn. es el Sur sesenta y nueve grados quinze ms. O. de la bruxula variando esta siete grados al N. E. cuyos mojones son de mada. de cipre el primero (A) de quatro pulgadas en quadro y dos pies diez pulgadas fuera de trra. esta a catorse toesas y quatro pies de la orilla actual del Rio, y el segundo (B) de quatro y media pulgadas en quadro con dos pies y siete pulgs. fuera de trra. distante diez toesas y un pié del primero. Sobre la linea de arriba divisoria entre el citado Le Blanc y Ambrosio Longueépée fueron plantados con asistencia y consentimiento de ambos los mojones (C. D.) del Plano ambos de cipre colorado de quatro pies y seis pulgadas de largo con seis y media sobre nueve y tres quartos de grueso enterrados de dos pies, el primero distante cinqta. toesas de la margen actual del Rio, el segdo. a treinta toesas mas adentro

por S. M. de este Gobierno, en la Nueva Orleans á 20 de Julio de 1796.

El Baron de Carondelet—Por mandado de su Sria.—Andres Lopez Armesto.

Comté d'Accadie le 19 Décembre 1806. A Monsieur Michel Cantrelle, Député chargé de l'enrégistrement des terres pour le Comté d'Accadie et d'Iberville.

Joseph Le Blanc habitant du Comté d'Iberville, vous adresse conformément à la loi du Congrès les titres des terres qu'il possede dans le dit Comté, avec prière de les enregistrer dans les formes prescrites.

J'ai l'honneur d'être votre tres humble serviteur,

(Signé) JH. MELANCON
faist. pour JH. LEBLANC.

[For Map see original, page 90.]

Dn. Vicente Pintado segundo Agrimensor le la Provincia de la Luisiana. Certifico aver medido y lindado de nuevo a favor y en presencia de José Le Blanc y con asista. de los dos vecinos inmediatos y del Commandante interino de este Distrito. Dn. Pedro Belly, un terreno de tres arpanes veinte y quatro toesas y quatro pies de frente con la profundidad ordinaria conteniendo doscientos veinte y dos arpanes quadrados en todo superficie medidas con la Percha de Paris segun el uso de esta provincia cuyo terreno situado en el Distrito de Iberville sobre la margen derecha del Rio Misisipi y el ultimo de los que se tomaron para el establecimto. de las familias Acadianos de Francia de la concesn. de Mr. Dotrive, posee y cultiva pacificamte. desde dho. tpo. el antedicho Joseph Le Blanc sin jamas aver sido inquietado segun la declaracion de los vecinos y del comandte. civil interino Dn. Pedro Belly por haberle sido señalado para que lo disfrutase sin aber obtenido el titulo de concesn. en forma nta. havra sinembargo de aber sido medido y lindado en aql. tpo. por el agrimensor gral. de esta Provincia segun declaracion de los mismos, los que reconocieron los mojones (A. B.) del plano que lindan con Juan Carlos Coman plantados por el, cuya direcn. es el Sur sesenta y nueve grados quinze ms. O. de la bruxula variando esta siete grados al N. E. cuyos mojones son de mada. de cipre el primero (A) de quatro pulgadas en quadro y dos pies diez pulgadas fuera de trra. esta a catorse toesas y quatro pies de la orilla actual del Rio, y el segundo (B) de quatro y media pulgadas en quadro con dos pies y siete pulgs. fuera de trra. distante diez toesas y un pié del primero. Sobre la linea de arriba divisoria entre el citado Le Blanc y Ambrosio Longueépée fueron plantados con asistencia y consentimiento de ambos los mojones (C. D.) del Plano ambos de cipre colorado de quatro pies y seis pulgadas de largo con seis y media sobre nueve y tres quartos de grueso enterrados de dos pies, el primero distante cinqta. toesas de la margen actual del Rio, el segdo. a treinta toesas mas adentro

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con direccn. del sur setenta y quatro grados quinze minutos oeste de la brujula ensanchandose el terreno de cinco grados acia su profundidad, cuyas operaciones han sido hechas con acuerdo de Dn. Carlos Trudeau Agrimensor Rl. y particular de esta Provincia en fé de lo qual doy la presente con el plano figurativo: en el distrito de Iberville a catorce de Junio de mil setecientos noventa y seis años. Firmados, Vicente Pintado, P. Belly. Vo. Carlos Trudeau, Agr. Rl.

Dn. Francisco Luis Hector Baron de Carondelet, Caballero de la Religion de Sn. Juan, Mariscal de Campo de los Rs. Extos. Gobernador gral., Vice Patrono Real de las Provincias de la Luisiana y Florida occidental, e Inspector de las tropas Veteranas y Milicias de ellas &a.

Vistas las antecedentes diligencias practicadas, por el segundo Agrimensor, de esta Provincia, Dn. Vicente Pintado, y visadas por el Agrimensor general de ella Dn. Carlos Laveau Trudeau, sobre la posecion que ha dado á Joseph Le Blanc de la cantidad de tres arpanes veinte y quatro toesas y quatro pies de frente, con la profundidad ordinaria de quarenta, situados en el Distrito de Iberville sobre le margen derecha del Rio Misisipi, lindando de un lado con tierras pertenecientes á Juan Carlos Coman, y del otro a Ambrosio Longue-épée como lo demuestra el plano figurativo q. antecede, y reconociendo estar reglados al orden de Agrimensura, y a las concesiones de los antedichos circunvecinos sin qe. a estos se les cause perjuicio algo. ni que lo hayan reclamado, y si bien consentido, segun justifica su asistencia á dichas operaciones aprobandolas como las aprobamos; Usando de la facultad que el Rey nos tiene concedida, otorgamos en su Rl. nombre al susodho. Joseph Le Blanc, los referidos tres arpanes veinte y quatro toesas y quatro pies de frente con la profundidad ordinaria de quarenta, para que como suyos propios disponga de ellos y los usufrute, reglandose á las mencionadas diligencias y observando las condiciones prevenidas en el reglamento del asunto. Damos el presente firmado de nuestra mano; sellado con el sello de nuestras armas y refrendado por el infrascripto secretario por S. M. de este Gobierno; en la Nueva Orleans a veinte de Julio de mil setecientos noventa y seis. Firmado, El Baron de Carondelet. Por Mandado de su Sria. Firmado, Andres Lopez de Armesto.

(Registrado) MICHEL CANTRELLE.

Comté d'Acadie le 29 Decembre 1806. A Monsieur Michel Cantrelle, Député chargé de l'enregistrement des terres pour le Comté d'Acadie et d'Iberville.

Jean Charles Coumo habitant de ce comté A d'Iberville vous adresse conformément à la loi du congrès les titres et actes de vente des terres qu'il possede dans le dit comté, avec prière de les enregistrer dans les formes prescrites.

Il à l'honneur d'être votre humble serviteur,

(Signé) JEAN CHARLES COUMO.

Pierre Belly, Juge du Comté d'Iberville, territoire d'Orleans.

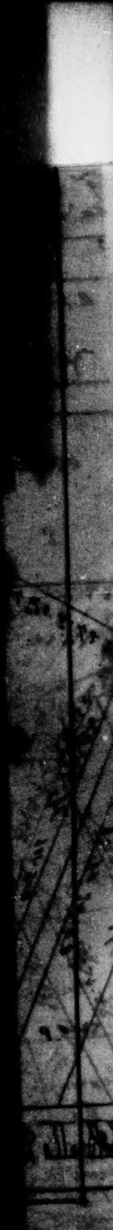
Suivant qu'il conste dans les archives de ce comté à mes charges, certifie que Pierre Fabre possesseur de trois arpens de terre de face et quarante de profondeur situés en ce comté sur la rive droite du fleuve limitée alors aux terres de Madame Dauterive et par le bas a celles de Antoine Lalemens, en a transporté la proprieté a Jacques Parquet le 18 Janvier 1783, celui-ci a Simon Doucette (mais cela n'est pas positivement, constaté) Simon Doucette la vendit à Paul Laforest le 10 Décembre 1785 qui la revendit à Frederic Bolsman le 15 Mars 1788, qui suivant un document du 20 9bre. 1792, vendit cette terre à Tirso Vermeso.

Par concession du 8 Octobre 1789. François Moron fut mis en possession de trois autres arpens de terre de face et quarante de profondeur tenante par le haut à l'habitation de Joseph Le Blanc et par le bas à celle sus-dite possedée alors par Frederic Bolsman et Moron la vendit le 22 Octobre 1789 à Tirso Vermeso qui se trouvait alors proprietaire des susdites propriétés formant une habitation de six arpens de face et quarante de profondeur. Et par un échange du dit jour 20 9bre. 1792. Il vendit et mit Monsieur Jean Charles Coman en possession de cette habitation lequel l'a depuis ce tems occupée et cultivée; et afin que cela soit constaté je délivre le présent au susdit Comté de Iberville le dix huitième jour du mois de Decembre de l'an de notre Seigneur mil huit cent six et le trente unième de l'Independance des Etats Unis. C'est par erreur que l'acte ci-dessus de transport à Jean Charles Coman est cité du 20 Novembre 1792 parceque reellement il est du 20 Novembre 1791.

(Signé) P. BELLY.

[For Map see original, page 95.]

Pursuant to an order from the surveyor of the lands of the United States south of the State of Tennessee and in conformity with a request of the claimant I have surveyed for John C. Coman, a tract of land on the waters of the Mississippi on the west side being Section No. in Township No. Range No. Bounded as follows: Beginning at a post on the bank of the river, the N. E. corner to John Hull's survey thence S. 61 No. 71 chains to a small bayou at 120 chains wet land which continued wet for 13 chains at 139 chains came to a small bayou that run nearly parallel with the line at 160 chains wet land 220 chains 50 hundredths of a chain to a sweet gum thence No. 23 W. 50 chains to a post thence N. 69° 30 E. 114 chains 50 hundredths of a chain to a post, in the edge of the dry land, thence S. 6, W. 8 chains 73 hundredths of a chain to a stake thence N. 69° 30 E. 116 chains to a post on the bank of the river. Thence S. 11 W. 9 chains 43 hundredths of a chain to the beginning. Timber ash gum oak cypress &c. Containing 638 acres & 48 hundredths of an acre and having such shape form and



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marks natural and artificial as are represented in the above plat. The 13th day of 10th month 1806.

(Signed) EPHRAIM C. DAVIDSON,
Deputy Surveyor of the County of Iberville.
(Signed) MICHEL CANTRELLE.

[For Map see original, page 96.]

SOUTH EASTERN DISTRICT OF LOUISIANA,
Land Office at New Orleans:
1*st December* 1845.

I, Peter Laidlaw, Register of the Land Office at New Orleans, do hereby certify that the annexed notice of claim of the heirs of Bernard Dauterive, and the document accompanying it, consisting of sixty-one pages numbered one to sixty-one inclusive, and sketches of plats or surveys, attached as follows viz to page 16, 43, 47, 50, 52, 55, 60, 61 and 62 are copies taken from various records now in my possession and forming part of the archives of the office aforesaid.

Given under my hand the day and year above written.

(Signed) PETER LAIDLAW,
Register.

The plaintiffs in this case now refer to Martin's History of Louisiana, Vol. 1, pages 205, 206 & 246. And also to de la Harpe's Journal.

6°. The Plaintiffs offered in evidence, a certain document entitled "Etat des passagers embarqués pour la Louisiane, 30 Sept. 1724." Which document is in the words & figures following, to wit:

Ministère de la Marine et des Colonies. Secretariat Général.
Archives.

Extrait des Cartons Louisiane.

(Embarquement.)

Etat des passagers embargués pour la Louisiane sur la flûte la Gironde, savoir :

H. Duverteuil, directeur de la *concession* de *H. Pâris du Verney*
Made. Duverteuil
Sa sœur
Une fille domestique
Le Sr. Delachaise
Le Sr. de Villainville, Lieutenant d'une compàgnie d'infanterie à la Louisiane
Les Srs. Duchaine, et Haman, constructeurs

Delassus, l'ainé—Delassus, cadet, arpenteurs
Le Père Mathias, capucin
Le Sr. Prevost, teneur de livres

Ouvriers de la concession de Mr. Paris du Verney.

Poinçonnier, maçon
Letellier, charpentier
Gralle, scieur de long
Miossec, mennisier
Jacques Perrier, charpentier
Jean Dubois, serrurier et taillandier.

Le Directeur de la compagnie des Indes.
(Signé) S. LE BRUN.

Fait à Loriend le 30 Septembre 1724.

Le garde des Archives de la Marine et des Colonies certifie que l'extrait qui précéde est conforme a l'état conservé aux dites archives.

[SEAL.] (Signed) D'AVEZAC.
Paris le 20 Juin 1848.

Le Ministre de la Marine et des Colonies certifie que la signature apposée ci-dessus est celle de Mr. D'Avezac garde des Archives et que foi doit y être ajoutée tant en jugement que hors.

Pour le ministre et par son ordre. Le directeur du secretariat Général et de la comptabilité.

[SEAL.] (Signed) BLANCHARD.
Paris le 21 Juin 1848.

Translation of the foregoing document.

Ministry of the Marine Dept. & of the Colonies. General Office.

Records.

Extract from the Louisiana Records. Embarkation.

List of the passengers who sailed for Louisiana, on board of the ship called the *Gironde*, to wit:

H. Duverteuil, Manager of the concession belonging to H. Paris Du Verney.

Madame Duverteuil, her sister & a servant girl.

Mr. Delachaise.

Mr. De Villainville, a lieutenant in a company of infantry of Louisiana.

Messieurs Duchaine and Hamon, builders.

Delassus, Senior & Delassus Junior, surveyors.

The Reverend Mathias, a capuchin friar.

Mr. Prevost, book keeper.

Workmen attached to the concession of Mr. Paris Du Verney.

Poinçonnier, a bricklayer.
Letellier, carpenter.
Gralle, sawyer.
Miossec, joiner.
Jacques Perrier, carpenter.
Jean Desbois, locksmith et hatchet cutler.

The Director of the East India Company.
(Signed) S. LE BRUN.
The 30th September 1724.

The Keeper of the Records of Marine Dept. & of the Colonies, certifies that the foregoing extract is a true copy of the original extant among the said archives.

[SEAL.] D'AVEZAC.
Paris the 20th June 1848.

The Minister of the Marine Department & of the Colonies, certifies the above to be the true signature of Mr. Davezac keeper of the archive, and as such is entitled to full faith and credit.

For the Minister and by his order. The Director of the General office, &c.

[SEAL.] BLANCHARD.
Paris the 21st June 1848.

7°. The plaintiffs offered in evidence, a document entitled "Extrait d'un Etat des compagnies d'Infanterie entretenues dans la Louisiane, Mai, 1724, et de la situation des habitants;" which document is in the words and figures following, to wit:

Ministère de la Marine et des Colonies. Secretariat Général.

Archives.

Etrait d'un Etat des compagnies d'Infanterie qui étaient entretenues par la compagnie des Indes dans la Province de la *Louisiane*, au mois de Mai 1724, et de la *situation des habitants* qui sont dans chaque Poste.

"*Aux Bayagoulas.*

"Distance de 28 lieues de la Nouvelle Orléans est *la concession* "de Mr. *Pâris* quoiqu'il n'y ait point de troupes, je ne puis la passer "sans vous en rendre compte, ne manquant à cette concession que des "forces. L'Indigo y vient magnifique aussi bien que le tabac qui "ne déroge en rien—de la bouté de celui des Natchez, ou pour mieux dire, de celui du Cap St. Domingue. J'ai arpenté sur cette concession deux cent cinquante arpents de terre dans laquelle la

charrue peut aller partout, et j'y ai compté cent quelques mûriers que le Sr. *Dubuisson Directeur de la dite Concession* a fait planter, il y a trois ou quatre ans, qui sont d'une beauté étonnante pour le peu de temps qu'il y a qu'ils sont plantés, ce qui fait voir que cet arbre vient aussi vite que le pêcher et qu'il ne sera pas difficile, dans quelques années, de faire beaucoup de soye, et même le Sr. Dubuisson en fait faire tous les ans pour le multiplier en graine de vers à soye. En Dauphiné cette graine périt par le tonnerre et quand ces vers sont éclos, ils sont sujets pendant un certain temps, à plusieurs maladies et en fait mourir une plus grande partie, ce qui ne leur arrive point à la Louisiane, de manière que je crois qu'il est important que M. M. de la compagnie des Indes donnent des ordres pour que chaque habitant plante des mûriers le plus qu'ils pourront, cette culture ne coûtant que tres peu de chose, les bois en étant remplis; mais pour les affranchir, il faut les transplanter en pleine terre, sans quoi les feuilles n'en vaudraient rien pour la nourriture des vers.

Ce qui fait encore la bouté de cette *concession*, c'est qu'elle n'est point sujette aux inondations, le Sieur Dubuisson ayant eû la prudence de s'etablir à sept ou huit arpents dans la profondeur, c'est a dire du bord du fleuve, si chacun avait fait comme lui ils ne seraient pas incommodés par les inondations comme ils le sont, les terrains étant egale de hauteur depuis les Natchez jusqu'à la *Nouvelle Orleans.*

Bêtes à cornes neuf à dix
Chevaux sept
Cochons dix huit, &a.

(Signé) BANÈS.

Le garde des Archives de la Marine et des Colonies certifie que l'extrait qui précede est conforme à l'etat conservé aux dites archives.

[SEAL.] D'AVEZAC.

Paris le 20 Juin 1848.

Le Ministre de la Marine et des Colonies certifie que la signature apposée d'autre part est celle de Mr. D'Avezac gardes des Archives et que foi doit y être ajoutée tant en jugement que hors.

Pour le Ministre et par son ordre. Le Directeur du Secretariat Général et de la Comptabilité.

BLANCHARD.

Paris le 21 Juin 1848.

FRANCE, CITY OF PARIS,
Consulate of the United States of America:

The above signature Blanchard duly authenticated at this consulate.

In testimony whereof I have hereunto set my hand and seal of office this 21st day of July in the year of our Lord 1848.

[SEAL.] (Signed) ROBERT WALSH,
U. S. Consul.

Translation of the foregoing document.

Ministry of the Marine Dept. and of the Colonies. General Office.

Archives.

Extract from a statement of the companies of infantry supported by the E. India C'y in the Province of Louisiana in the month of May 1724, and of the situation of the inhabitants at each point.

At Bayagoulas.

"The concession of *Mr. Paris* is situated at a distance of twenty-eight leagues from New Orleans, and although there are no troops at this post, still I must give you some account of it. This concession only requires some hands to make it productive. The *indigo plant* grows there to great perfection, as also the *tobacco plant* which is fully as good as that of Natchez and even as that of St. Domingo. I surveyed on that concession two hundred and fifty acres of land through every part of which a plough can be used, and I counted on said land upwards of one hundred mulberry trees which were planted some three or four years ago by *Mr. Dubuisson*, the manager of said concession, and they look astonishingly well considering the short space of time which has elapsed since they were first planted, and this shows that the mulberry-tree grows as rapidly as the peach tree and it will be an easy matter in a few years hence to make large quantities of silk, for Mr. *Dubuisson* makes some silk every year in order to have a large quantity of silk worm eggs. In Dauphiné these eggs are destroyed by thunder, and when the worms are hatched they are for a certain length of time liable to several diseases which kills the greatest portion of them this does not however happen in Louisiana I thereon think that the M. M. of the East India Comp'y should direct each and every inhabitant to plant as many mulberry trees as possible, the expense would be very trifling indeed in as much as those trees abound in the woods, but care should be taken that they be properly transplanted, otherwise their leaves would not answer for the nourishment of the worms.

This concession has another very great advantage, it is never liable to inundations; Mr. Dubuisson took care to settle at a distance of some seven or eight acres back, that is from the bank of the river, had every one have done the same thing, they could have easily avoided the inundations to which they are liable, the lands being of equal height from Natchez to New Orleans.

Cattle (horned) nine to ten
Horses—seven
Hogs—eighteen, &c.

(Signed) BANES.

The Keeper of the Records of the Marine Dept. and of the Colonies, certifies that the foregoing extract is a true copy of the original act extant among said records.

[SEAL.] D'AVEZAC.

Paris the 20th June 1848.

The Minister of the Marine Dept. & of the Colonies certifies the foregoing signature to be that of Mr. D'Avezac, keeper of the said records, and that due faith and credit are due to said signature.

For the minister & by his order. The Director of the General office, &c.

[SEAL.] BLANCHARD.

Paris the 21st June, 1848.

FRANCE, CITY OF PARIS,
Consulate of the United States of America:

The above signature "Blanchard" duly authenticated at the Consulate.

In testimony whereof I have hereunto set my hand and seal of office this 21st day of July in the year of our Lord 1848.

[SEAL.] ROBERT WALSH,
U. S. Consul.

8°. The Plaintiffs offered in evidence a certain document entitled "Extrait du recensement des habitans et habitations de la Colonie de la Louisiane 1er Janvier, 1726: which document is in the words and figures following to wit:

Ministere de la Marine et des Colonies Secretariat Général.
Archives.

Extrait des Cartons Louisiane.

(Recensements.)

Extrait du Recensement général des habitations et habitants de la Colonie de la Louisiane, ainsi qu'ils se sont trouvés au 1er Janvier 1726, [fo. 2, Vo.] Habitations sur la droite en descendant le fleuve, depuis les Tonicas.

Aux Bayagoulas.

Concession de Mr. Paris Duverney.

Mr. de Verteuil, son épouse, sa sœur et Dubuisson.

4 Maîtres
6 Engagés ou domestiques
15 Esclaves nègres
1 Esclave sauvage

19 Bêtes à cornes
9 Chevaux
Terrains defriché 70.

Pour copie.
(Signé) DE CHAVANNES.

Le Gardes des Archives de la Marine et des Colonies certifie que l'extrait qui précéde est conforme à l'Etat conservé aux dites archives.
[SEAL.] (Signed) D'AVEZAC.

Paris le 20 Juin 1848.

Le ministre de la Marine et des Colonies certifie que la signature ci dessus est celle de Mr. Dávezec gardes des Archives et que foi doit y être ajoutée tant en jugement que hors.

Pour le Ministre et par son ordre. Le Directeur du Secretariat Général et de la comptabilité.
[SEAL.] (Signed) BLANCHARD.

Paris le 21 Juin 1848.

FRANCE, CITY OF PARIS,
Consulate of the United States of America:

The within signature Blanchard duly authenticated at this Consulate.

In testimony whereof I have hereunto set my hand and seal of office this 31st day of July in the year of our Lord 1848.
[SEAL.] (Signed) ROBERT WALSH,
U. S. Consul.

Translation of the foregoing document.

Ministry of the Marine Dept. and of the Colonies. General Office.

Extract from the "Louisiana Records."

Census.

Extract from the General Census of the plantations and of the inhabitants of the Colony of Louisiana as they were on the 1st of January 1726.

[Fo. 28.] Plantation on the right bank descending the river from the Tonicas.

At Bayagoula.

Concession of Mr. *Paris Duverney*.

H. De Verteuil, his wife, her sister and Dubuisson.
Four managers or overseers.
Six servants.
Fifteen negroes slaves.
One Indian do.
Thirteen head of cattle.
Nine horses.
Cleared land 70.

A true copy.
(Signed) DE CHAVANNES.

The Keeper of the Records of the Marine Dept. and of the Colonies, certifies the foregoing to be a true and correct transcript from the original act.

[SEAL. D'AVEZAC.
Paris the 20th June 1848.

The Minister of the Marine Depart. and of the Colonies, certifies the foregoing signature to be that of Mr. Davezac, and as such is duly entitled to full faith and credit.

For the Minister and by his order. The Director of the General office, &c.

[SEAL.] BLANCHARD.
Paris the 21st June 1848.

9°. The plaintiffs offered in evidence a certain document entitled " Ordre de la compagnie au Conseil de la Louisiane de faire livrer 50 nègres à Mr. Paris Du Verney, Mai 17, 1724;" which document is in the words and figures following, to wit:

Ministère de la Maine et des Colonies. Secretariat Général.

Archives.

Extrait du Registre *Comptes* des Indes, Tôme 2 (Expedition pour la Louisiane) fo. 45 &c.

Ordre de la compagnie au Conseil de la Louisiane, de faire livrer, à l'ordre de Mr. *Paris du Vernay*, cinquante nègres.

Les directeurs de la compagnie des Indes &a. "Messrs. du Conseil "de la Louisiane feront délivrer à l'ordre de Mr. Paris Du Vernay, "la quantité de cinquante nègres, pieces d'Inde, dont trente mâles " et vingt femelles, de la cargaison du premier négrier qui arrivera " à la colonie, après que le présent ordre leur sera présenté, et en " envoyant par eux à la compagnie le reçu qui sera fourni de la dite " quantité de noirs. Elle fera crediter le comptoir de la Louisiane, " de la somme de quarante mille livres qui a été payée à la caisse

" de la compagnie à Paris, par Mr. Paris Du Vernay pour le prix " des dits cinquante noirs, à raison de 800 lv. la pièce d'Inde."

Fait à Paris le 17 May 1724. au dessous est ecrit :

(Signé) Bandot, J. Morin, D'Espremenil, et quatre autres.

Le garde des Archives de la Marine et des Colonies certifie que l'expedition qui précéde est conforme au Registre conservé aux dites Archives.

[SEAL.] (Signed) D'AVEZAC.

Paris le 20 Juin 1848.

Le Ministre de la Marine et des Colonies certifie que la signature apposée ci-dessus est celle de Mr. D'Avezac garde des Archives et que foi doit y être ajoutée tant en jugement que hors.

Pour le Ministre et par son ordre. Le Directeur du Secretariat Général & de la comptabilite.

[SEAL.] (Signed) BLANCHARD.

Paris le 21 Juin 1848.

Translation of the foregoing document.

Ministry of the Marine Dept. & of the Colonies. General Office.

Records.

Extract from the *Register* " Comptes des Indes," tome 2. Despatches for Louisiana.

Order from the company to the Council of Louisiana, to deliver to the order of Mr. *Paris* Duverney, fifty negroes.

The manager of the East India Company, &c. The members of the Council of Louisiana will please deliver to the order of Mr. Paris Du Verney fifty choice negroes, thirty males and twenty females out of the first cargo to arrive at the colony after the presentation of this order, and forward to the company the receipt which will be given for said slaves. The account of Louisiana will be duly credited with the sum of forty thousand livres which have been paid to the company in Paris by Mr. Paris Du Verney for the said fifty negroes, being at the rate of eight hundred livres per head.

Done at Paris the 17th May 1724.

At foot is written (signed) Randot and Morin D'Espremenil, and four others.

The Keeper of the Records of the Marine Dept. and of the Colonies, certifies the foregoing to be a true copy of the original extant among said records.

[SEAL.] D'AVEZAC.

Paris the 20th June 1848.

The Minister of the Marine Dept. and of the Colonies, certifies the foregoing signature to be thet of Mr. D'Avezac, keeper of the records &c. and as such is duly entitled to full faith and credit.

For the minister and by his order. The Director of the General Office, &c.

[SEAL.] BLANCHARD.

Paris le 21 June 1848.

10°. The plaintiff offered in evidence; a document entitled "Transport par Mr. Duverney à M. M. Dubuisson et Delagarde et constitution de rente au profit du dit Sr. Duverney;" which document is in the words and figures following, to wit:

16 *Mai* 1729.

Transport par Mr. Duverney a M. Mrs. Dubuisson et Delagarde et constitution de rente au profit de Mr. Duverney.

Furent présens Charles Michel de Roissy, ecuyer conseiller secrétaire du roy maison couronne de France et de ses finances et receveur général des finances de la généralité de Bordeaux demeurant à Paris rue du parc royal Paroisse St. Gervais au nom et comme procureur de Joseph Paris Duverney ecuyer Seigneur de Plaisance et autres lieux aussi conseiller sécrétaire du Roi maison couronne de France et de ses finances fondé de son pouvoir special en date du vingt cinq fevrier dernier étant au pied du projet des presentes dont l'original contrôlé à Paris le treize de ce mois par Blondelle est demeuré ci-joint après avoir été du dit Sieur de Roissy certifié veritable et paraphé en présence des notaires soussignés.

D'une part: Sieur Etienne Dubuisson bourgeois de Paris y demeurant rue neuve et Paroisse Saint Eustache.

Et le Sieur Damien Delagarde de Monteillard demeurant sus-dite rue et Paroisse Saint Eustache majeur suivant son extrait baptistaire délivré à Lyon le huit Juillet mil sept cent quinze par le Sr. Bayard chanoine de St. Nizier dont l'original dûment légalisé est demeuré ci-joint après avoir été du dit Sieur de Monteillard certifié veritable, signé et paraphé ne varietur en présence des notaires soussignés.

D'autre part: Lesquelles parties ont dit, savoir: les dits Dubuisson et Delagarde que le dit Sieur Dubuisson en qualité d'interessé et associé dans la concession nommée Lebuisson et ci devant ancien village des Bayagoulas dans la province et gouvernement de la Louisiane, et conformément aux articles huit et onze de l'acte de société du premier Novembre mil sept cent dix sept à la faculté en cas de vente tant dans la concession que des effets qui la composent d'acquerir le tout à dix pour cent de moins qu'un étranger que par déliberation du quatorze du présent mois passée devant Silvestre l'un des notaires soussignés il a été arreté que la dite société qui doit expirer au premier Janvier mil sept cent trente ne serait point constituée et que conformément aux dits articles huit et onze tant de la dite concession que les effets seraient vendus au plus offrant et dernier enchérisseur sauf les droits du dit Sieur Dubuisson resultant des dits articles huit et onze, et que le dit Sieur Dubuisson se transporterait au lieu de la dite concession, aux fins portés en la dite déliberation, que le dit Sieur Dubuisson n'ayant dessein d'exercer ses droits resultant des dits articles huit et onze de la dite société il aurait proposé au dit Sieur Delagarde de l'associer avec lui pendant le cours de douze années tant dans le fond & propriété de la dite concession que dans tous les effets qui la composent et dans l'exploitation et administration d'icelle pour être les pertes et bénéfices partagés entre eux par moitié, que pour parvenir à l'acquisition totale des dites concession et effet il convenait d'avoir deniers suffisants necessaire à l'effet de leur transport et passage, que ne se trouvant pas par eux mêmes en etat de faire des fonds assez considérables ils auraient en recours au dit Sieur du Verney auquel ils auraient offert d'acquerir de lui ses droits et pretentions en la dite societé du premier Novembre mil sept cent dix sept pour les exercer à leurs risques et perils et fortunes, et pour le montant de ses creances tant en fonds avances qu'en interêts deduction faite sur les dits interets de six pour cent des dix stipulés par la société, ensemble pour le remboursement que le dit Sieur du Verney sera tenu de faire au Sieur Trenonay de Chanfret des dix mille livres d'avance qu'il a du faire en conséquence de la deliberation du deux Octobre mil sept cent vingt six, et pour l'avance que les dits Sieurs Dubuisson et de Lagarde ont requis le dit Sieur du Verney leur faire de la somme de deux mille livres pour servir tant aux frais de leur voyage, embarquement et transport que pour l'achat des effets et ustensiles qui leur sont nécessaires et pour le bien de leur entreprise, passer du tout constitution au profit du dit Sieur du Verney sur le pied et à raison de trois et demi pour cent du capital remboursable en un ou plusieurs paiements qui ne pourrant être moindre de dix mille livres chacun le tout sous les obligations, affectations et hypothèques, priviléges, et solidités requises et sous les conditions expresses tant de la dite société entre les dits Sieurs Dubuisson, et Delagarde, acquisition des dites concession et effet en dependant sous le nom du dit Sieur Dubuisson en exerçant la dite faculté à lui accordée par le les dits articles huit et onze de la dite société, que des déclarations nécessaires lors des dites acquisitions pour opérer au dit Sieur du Verney un privilège special et primitif sur le fonds de la dite conceset sur les dits effets et encore à la charge d'acquitter le dit Sieur Duverney de toutes les dettes et charges de la société depuis son commencement jusque au dit jour premier Janvier mil sept cent trente, et enfin sous telles autres charges et conditions que le dit Sieur Du Verney jugerait convenable tant pour ses interets que pour sa sureté.

Et par le dit Sieur Du Verney a été dit que quelque désavantageuses que lui soient les propositions des dits Sieurs Dubuisson et Delagarde néanmoins pour leur donner de nouvelles marques de son amitié, et leur procurer de leurs moyens de faire un etablissement solide et qui ne leur soit point onéreux il acceptait, comme le dit Sieur de Boissy au dit nom accepte pour lui leurs dits offres, et propositions, en consequence de quoi il a au dit nom cédé et transporté sans néanmoins aucune autre garantie de la part du dit Sieur Du Verney restitution de deniers ni recours quelconque en quelque sorte et manière et sous quelque pretexte que ce soit ou puisse être que de ses faits et promesses qui sont les droits et creances ci après lui appartiennent légitimement, aux dits Sieurs Dubuisson, et Delagarde ces acceptants, et acquéreurs pour eux et chacun par moitié géneralement tous les droits et interets appartenant ce jour au dit Sieur Du Verney tant de son chef que comme étant aux droits du Sieur de Montnartel son frère tant dans la dite concession et effets en dépendant, que dans la dite société du dit jour premier Novembre mil sept cent dix sept pour le tout exercer par les dits Sieurs Dubuisson et Delagarde en son lieu et place et chacun par moitié comme de chose leur appartenante à commencer du premier Mars mil sept cent vingt neuf.

Et pour connaitre et constater tant les fonds d'avance des dits Sieurs Du Verney et de Monmartel dans la dite société ensemble les interets jusque au dit jour premier Mars mil sept cent vingt neuf, le dit Sieur de Roissy au dit nom à présentement délivré du contentement du dit Sieur Delagarde au dit Sieur Dubuisson ainsi qu'il le reconnaisse les récipissés de caisse ci-après.

Le premier en date du vingt six Octobre mil sept cent dix sept signé du Sieur Dubuisson l'ainé de la somme de soixante treize livres quinze sols dont les interets à dix pour cent depuis le dit jour jusqu'au premier Mars mil sept cent vingt neuf montent à quatre vingt trois livres, huit sols, huit deniers. Le second du trente un Octobre mil sept cent dix sept aussi signé Dubuisson de quatre vingt trois livres quinze sols dont les interêts montent à quatre vingt quatorze livres treize sols quatre deniers.

La troisième du dix Novembre au dit an signé Dubuisson de mille livres dont les interets montent à onze cent trente une livres un sol.

La quatrième du vingt Août mil sept cent dix huit.

Le cinquième du vingt deux Janvier mil sept cent vingt, tous deux signés Dubuisson montent ensemble à quatre cent cinquante livres, et les interêts à quatre cent neuf livres sept sols dix deniers.

Le sixième du huit Septembre mil sept cent dix huit.

Le septième du premier Janvier mil sept cent dix neuf signés Dubuisson montant ensemble à mille livres et les interêts à mille seize livres quinze sols.

Le huitième du quatre Novembre mil sept cent dix neuf.

Le neuvième du premier Février mil sept cent vingt aussi signés Dubuisson montant ensemble à six cent soixante seize livres, et les intérêts à six cent quatorze livres.

Le dixième du quinze Février mil sept cent vingt deux.

Le onzième du trente Décembre au dit an signés du dit Sieur Dubuisson montant ensemble à quatre cent deux livres, et les interets à deux cent quarante deux livres quatre sols.

Le douzième du huit Août mil sept cent vingt trois aussi signé du dit Sieur Dubuisson montant à trois cent huit livres et les interets à cent livres dix huit sols quatre deniers.

Le treizième du cinq Mai mil sept cent vingt quatre aussi signé du dit Sr. Dubuisson monte à deux cents livres, et les interets à quatre vingt seize livres un sol.

Le quatorzième signé du Sieur Dubuisson le jeune du neuf Décembre mil sept cent vingt un de mille livres dont les interets montent à sept cent vingt deux livres huit sols dix deniers.

Le quinzième du vingt deux Avril mil sept cent vingt deux signé du dit Sieur Dubuisson de mille livres dont les interets montent à six cent quatre vingt cinq livres seize sols deux deniers.

Le seizième du onze Mai mil sept cent vingt deux signé du dit Sieur Dubuisson de cinq cents livres dont les interets montent à trois cent quarante livres cinq sols quatre deniers.

Le dix septième signé du dit Sieur Dubuisson du vingt neuf du dit mois de Mai.

Le dix huitieme du deux Juin au dit an aussi signé du dit Sieur Dubuisson montent ensemble à sept cent vingt livres et les interets à quatre cent quatre vingt sept livres cinq sols.

Le dix neuvième du quatre Août mil sept cent vingt quatre.

Le vingtième du dix huit Juillet mil sept cent vingt cinq aussi signé du dit Sieur Dubuisson montent ensemble à deux cent trente une livres, et les interets à quatre vingt trois livres onze sols neuf deniers.

Le vingt unième du premier Septembre mil sept cent dix sept signé Delagarde de cinq cents livres dont les interets montent à cinq cent soixante six livres treize sols quatre deniers.

Le vingt deuxième du deux Décembre mil sept cent dix sept de cinq cents livres signé Delagarde dont les interets montent à cinq cent soixante deux livres huit sols dix deniers.

Le vingt troisième du sept Février mil sept cent dix huit signé Delagarde de quatre mille livres dont les interets montent à quatre mille quatre cent vingt six livres treize sols deux deniers.

Le vingt quatrième du vingt quatre Avril mil sept cent vingt quatre signé du dit Sieur Delagarde de cinq mille trois cents livres composées de cinq cents livres contenues en un récipissé du dit Sieur Delagarde du premier Septembre mil sept cent dix sept dont les interets montent à cinq cent soixante six livres treize sols, quatre deniers, de cinq cents livres contenues en un autre récipissé du dit Sieur Delagarde du deux Décembre mil sept cent dix sept dont les interêts montent à cinq cent soixante deux livres huit sols dix deniers, de quatre mille livres contenues en autre récipissé du dit Sieur Delagarde du vingt six Janvier mil sept cent dix huit dont les interets montent à quatre mille quatre cent trente huit livres dix sept sols neuf deniers, et de trois cents livres contenues dans un autre récipissé du dit Sieur Delagarde du vingt huit Février mil sept cent dix huit dont les interêts montent à trois cent trente livres cinq sols.

Le vingt cinquième du deux Septembre mil sept cent vingt un signé du dit Sieur Delagarde de mille livres dont les interets montent à sept cent quarante neuf livres douze sols dix deniers.

Le vingt sixième du six Mai mil sept cent vingt sept signé du dit Sieur Delagarde de trois cents livres dont les interets montent à cinquante quatre livres dix sols.

Le vingt septième du treize Août au dit an signé du dit Sieur Delagarde de six cent quatre vingt onze livres quatorze sols trois deniers dont les interets montent à cent quarante huit livres dix sept sol un denier.

Le vingt huitième du vingt huit Juin mil sept cent vingt quatre signé Deverteuil de quinze mille livres dont les interets montent à six mille sept cent soixante deux livres dix sols.

Le vingt neuvième du vingt neuf du dit mois signé Deverteuil de deux mille livres dont les interets montent à neuf cent une livres deux sols deux deniers.

Le trentième du trente Août au dit an.

Le trente unième du vingt Septembre au d. an tous deux signés du dit Sieur Deverteuil montent ensemble à trois mille livres et les interets à treize cent. trente quatre livres trois sols quatre deniers.

Le trente deuxième du dit jour vingt Septembre signé du dit Sieur Deverteuil de quarante mille livres dont les interets montent a dix sept mille huit cent soixante sept livres dix huit sols dix deniers.

Le trente troisième du vingt quatre du dit mois de Septembre.

Le trente quatrième du dit mois tous deux signés Deverteuil montent ensemble à six mille quatre cent quatre vingt neuf livres six sols six deniers et les interets à deux mille huit cent soixante sept livres dix sept sols sept deniers.

Le trente cinquième du trois Octobre au dit an signé du dit Sieur Deverteuil de trois cent sept livres dont les interets montent à cent trente cinq livres sept sols quatre deniers.

La trente sixième du vingt cinq Mai mil sept cent vingt trois signé Danson de trois cents livres dont les interets montent à cent soixante treize livres.

Et le trente septième et dernier du cinq Septembre mil sept cent vingt huit signé Coürdre de deux cents livres dont les interets montent à neuf livres quatorze sols dix deniers. Desquels recipissés ainsi remis le dit Sieur Dubuisson se charge par ces présentes envers le dit Sieur Delagarde, et promet l'en aider toute fois et quand il l'en requerra et sous son recipissé et comme proprietaire de moitié.

Par laquelle délivrance ci-dessus faite des dits recipissés il se prouve.

Que les fonds d'avance du dit Sieur du Verney et du dit Sieur de Monmartel dans la dite société du dit jour premier Novembre mil sept cent dix sept montent à la somme de quatre vingt sept mille cinq cent deux livres dix sols neuf deniers et les interets à dix pour cent suivant qu'ils ont été reglés par l'acte de la dite société à celle de quarante huit mille six cent trente six livres dix sols six deniers. Les dites deux sommes faisant ensemble celle de cent trente six mille cent trente neuf livres un sol trois deniers. Sur laquelle le dit Sieur de Roissy au dit nom fait déduction et remise aux dits Sieurs Dubuisson et Delagarde et en leur faveur seulement celle de vingt neuf mille cent quatre vingt une livres dix huit sols un denier, à laquelle se monte les dits interets à six pour cent de la dite somme de quatre vingt sept mille cinq cent deux livres dix sols neuf deniers de principal, et fonds d'avance depuis les jours et dates des recipissés ci-dessus énoncés jusque au dit jour premier Mars mil sept cent vingt neuf, au moyen de quoi la dite somme totale tant en principal qu'interets se trouve reduite à celle de cent six mille neuf cent cinquante sept livres trois sols à laquelle joignant tant celle de deux mille livres que le dit Sieur de Roissy au dit nom à présentement payée et délivrée en Louis d'or, d'argent et monnaie ayant cours à la vue des dits notaires soussignés au dit Sieur Dubuisson ainsi qu'il le reconnait, et dont il se charge pareillement envers le dit Sieur Delagarde, et celle de dix mille livres que le dit Sieur de Roissy au dit nom oblige le dit Sieur du Torney de payer au dit Sieur Trenonay de Chanfret pour son remboursement de pareille somme qu'il a du avancer pour le bien de la dite société du dit jour premier Novembre mil sept cent dix sept et en conséquence de la dite déliberation du dit jour deux Octobre mil sept cent vingt six les dites trois dernières sommes montent ensemble à celle de cent dix huit mille neuf cent cinquante sept livres trois sols; et à l'effet de tout ce que dessus le dit Sieur de Roissy au dit nom a mis et subrogé les dits Sieurs Dubuisson et Delagarde en tous les droits actions, et hypothèques du dit Sr. du Verney sans garantie comme dit est ce transport ainsi fait aux charges et conditions ci-après savoir: que les dits Sieurs Dubuisson et Delagarde se rendront adjudicataires, et acquéreront tant le fond et la propriété de la dite concession que les effets d'y celle sous le nom du dit Sieur Dubuisson seul sur le pied et en conformité des articles huit et onze de la dite société du dit jour premier Novembre mil sept cent dix sept pour le tout leur appartenir chacun pour moitié que le prix d'adjudication sera par eux payé tant avec les fonds d'avance des dits Sieurs du Verney, et de Monmartel, qu' avec les créances du dit Sieur du Terney sur les dites concession, effets et société le tout résultant des recipissés et titres ci-dessus énoncés et delivrés et encore avec les interets à dix pour cent échus et à écheoir, et finalement avec les dix mille livres qui sont à rembourser au dit Sieur Trenonay de Chanfret suivant et aux termes de la déliberation du dit jour deux Octobre mil sept cent vingt six le tout au cas que les dites sommes soient suffisantes pour acquitter le prix total des dites acquisitions et adjudications, et si elles n'étaient pas suffisantes ce qui y manquera sera payé par les dits Sieurs Dubuisson et Delagarde chacun par moitié.

Plus de par les dits Sieurs Dubuisson et Delagarde lors du paiement qu'ils feront du prix des dites adjudications et acquisitions déclarer dans la quittance qu'ils en retireront sous le nom du dit Sieur Dubuisson, que le montant des sommes en principal et interêts à eux ci-dessus cédés ainsi que les dix mille livres de créance du dit Sieur Dechanfret y feront entrés à fin d'acquerir au dit Sieur du Verney un privilège primitif comme les dits Sieurs Dubuisson et Delagarde le consentent tant sur le fonds et propriété de la dite concession que sur les effets en dépendant et de la dite quittance qui contiendra toute subrogation necessaire en faveur du dit Sieur Du Verney avec copie en forme des dits actes d'acquisition et adjudication fournir expedition au dit Sieur du Verney dans dix huit mois de ce jour à peine de tous dépens dommages et interets et de rachat de la rente ci-après constituée.

Plus à la charge par les dits Sieurs comparants Dubuisson et Delagarde ainsi qu'ils s'y obligent, d'acquitter le dit Sieur du Verney de toutes les dettes et charges de la société, et des dits acquits lui justifier par acte en forme dans dix huit mois de ce jour.

Plus à la charge encore que le contenu des dites acquisitions, et adjudications quoique faites sous le nom seul du dit Sieur Dubuisson appartiendra aux dits Sieurs Dubuisson et Delagarde chacun par moitié ainsi que le dit Sieur Dubuisson le consent des à présent et en outre à la charge que ni l'un ni l'autre des dits Sieurs Dubuisson et Delagarde, leurs veuves, enfans, hoires et ayant cause ne pourront en quelque manière que ce soit vendre ni disposer du tout ou partie du fonds et propriété de la dite concession, qu'en la présence et du consentement l'un de l'autre, ou des représentants des prédécédés, et encore sans le consentement exprès et porté par acte authentique du dit Sieur du Verney, ou de ses ayant cause à peine tant de nullités des actes portant les dites rentes et dispositions, de tous dépens dommages et interêts, que d'être les dits Sieurs Dubuisson et Delagarde, leurs veuves hoires et représentants ou ayant cause solidairement contraints aux remboursement de la dite rente ci-après constituée.

Et finalement à la charge par les dits Sieurs Dubuisson et Delagarde de demeurer associés ainsî qu'ils y consentent pendant le temps de douze années tant dans le fonds que dans l'exploitation, et régie de la dite concession, et effets en dependant le tout sous les charges et conditions ci-dessus exprimées, et sous les autres clauses que les dits Dubuisson et Delagarde jugeront convenable pour la formation de leur dite société, et soutient d'icelle, et que de la d. société ils en fourniront une expéditionau dit Sieur du Verney dans quinzaine au plus tard; en outre ces dites presentes sont faites moyennant la somme de cent dix neuf mille trois cent cinquante sept livres douze sols à laquelle au moyen de la remise et deduction ci dessus faite en faveur des dites Sieurs Dubuisson et Delagarde de six pour cent sur les dits interêts a dix pour cent se trouvent monter les sommes ci-dessus cédées tant en principal, créances, et avances qu'en interets, paiement fait au dit Sieur Dubuisson, et au dit Sieur Delagarde et remboursement á faire au dit Sr. Dechanfret et celle de quatre cents livres pour le coût des présentes que le dit Sieur Du Verney a payée a Silvestre l'un des notaires soussignés, les dites deux sommes faisant ensemble celle de cent dix neuf mille trois cent cinquante sept livres trois sols, pour laquelle somme de cent dix neuf mille trois cent cinquante sept livres trois sols les dits Sieurs Dubuisson et Delagarde ont par ces présentes vendu crée et constitué assis et assigné et promis solidairement l'un pour l'autre, ou d'eux seuls pour le tout sans division, ni discussion renonçant aux bénéfices et exceptions des dits droits, même à ceux de fide jussion garantier fournir et faire valoir, tant en principal, cours d'arrèrages que rachat au dit Sieur Du Verney ce acceptant et acquereur pour lui ses hoirs et ayant cause par le dit Sieur de Roissy au dit nom, quatre mille cent soixante dix sept livres neuf sols dix deniers de rente annuelle sur le pied, et à raison de trois et demi pour cent au principal, et rachetable quand bon semblera aux racheteurs en payant par eux en un, deux, ou plusieurs paiements qui ne pourrant être moindres de dix mille livres chacun la somme de cent dix neuf mille trois cent cinquante sept livres trois sols avec les arrerages qui seront lors dus, et échus, frais, mises et loyaux coûts lesquels quatre mille cent soixante dix sept livres de rente les dits constituants promettent et s'obligent sous la dite solidité bailler et payer au dit Sieur Du Verney ses hoirs et ayant cause en la demeure à Paris ou au porteur d'année enannée dont la première a compter du premier Juillet prochain écheoira à pareil jour mil sept cent trente, et ainsî continuer d'année en année, et tant que la dite rente aura cours à icelle avoir et prendre specialement et par privilège primitif attendu ce qui est ci dessus dit et stipulé sur le fonds et propriété de la dite concession, et sur les effets en dependants le tout que les dits constituants sont sur le point d'acquérir sous le nom du dit Sieur Dubuisson, et en conséquence des facultés à lui accordés par les dits articles huit et onze de la dite société du dit jour premier Novembre mil sept cent dix sept, et généralement sur tous les biens meubles et immeubles presents et à venir des dits constituants, le tout qu'ils ont sous la dite solidité, chargé, affecté, obligé et hypothèqué au paiement, cours et continuation de la dite rente, et à i-celle fournir, et fare valoir tant en principal, cours d'arrerages, que rachat, bonne et bien payable d'année en année sans aucune diminution nonobstant toutes choses contraires et sans que l'une des obligations diroge à l'autre, de sous lesquels biens tant specialement que généralement ci-dessus obliger les dits sieurs constituants se sont sous la dite solidité dessaisés au profit du dit Sieur Du Verney, ses hoirs et ayant cause, voulant procureur le porteur donnant pouvoir.

Car ainsi a été convenu et accordé entre les parties qui élisent domicile en cette ville savoir les dits Sieurs Dubuisson et De Lagarde solidairement en la maison de Mr. De Lagarde pere sise rue neuve et Paroisse Saint Eustache et le dit Sieur de Roissy au dit nom en la maison du dit Sieur Duverney sise rue neuve Saint Louis au Marais auxquels lieux ils promettent et s'obligent chacun en droit soi; les dits Sieurs Dubuisson et De la Garde solidairement rénonçant.

Fait et passé à Paris en l'étude de Silvestre notaire.

L'an mil sept cent vingt neuf le seize Mai avant midi et ont signé.

Ainsi signé: Dubuisson, de Roissy, Delagarde de Monteillard et Silvestre et Veillart, Notaires.

L'an mil huit cent quarante huit le dix sept Juillet, collation des présentes a été faite par Me. Huillier notaire à Paris soussigné sur la minute de l'acte ci-dessus transcrit etant en sa possession comme successeur mediat de Me. Silvestre.

[SEAL.] (Signed) HUILLIER.

FRANCE, CITY OF PARIS,
Consulate of the United of America:

The above signature Huillier duly authenticated at this consulate.

In testimony whereof I have hereunto set my hand and seal of office this 21st day of July in the year of our Lord 1848.

[SEAL] (Signed) ROBERT WALSH,
U. S. Consul.

Translation of the foregoing Document.

Personally came and appeared *Charles Michel de Roissy*, Esquire, King's Counsellor, Maison Couronne de France et de ses finances, and Receiver General of the Finances &c. &c. residing in Paris, on Parc Royal Street, Parish St. Gervais herein acting for and in the name and behalf of *Joseph Paris Du Verney*, Esquire, also King's Counsellor, Maison couronne de France &c. &c. by virtue of a special power of attorney, bearing date the twenty-fifth of February last, the original of which said power of attorney countersigned in Paris on the thirteenth of said hereinabove month is hereunto annexed after having been duly certified & acknowledged by the said De Roissy and paraphed in presence of the undersigned witnesses.

Mr. *Etienne Dubuisson*, a citizen of Paris and residing there on Neuve Street Parish Saint Eustache, of the one part.

And Mr. Damien Delagarde de Monteillard residing on the hereinabove named street and Parish Saint Eustache, of lawful age as appears by his baptismal certificate delivered at Lyons the eighth day of July seventeen hundred and fifteen by the *Reverend Bayard* a canon of the order of St. Nizier, the original of which duly authenticated is hereunto annexed after having been duly certified and acknowledged by the said Monteillard and paraphed "Ne Varietur" in presence of the undersigned Notaries of the other part.

Which said appearers severally declared as follows to wit: The said Dubuisson and Delagarde, that the said Dubuisson in his capacity of a partner interested in the concession now known by the name of "Lebuisson" and formerly as the ancient village of Bayagoula in the Province & Government of Louisiana, agreeably to the articles eight and eleven of the act of Partnership bearing date the first of November seventeen hundred and seventeen, has the privilege in the event of a sale of the said concession and its appurtenances to become the purchase of the whole and to acquire the same at ten per cent less than a stranger, that by act passed on the fourteenth of the present month before Silvestre one of the undersigned Notaries it was agreed that the said partnership which is to end & expire on the first day of January one thousand seven hundred and thirty should not be continued thereafter, and that agreeably to the said articles eight and eleven that the said concession and all its appurtenances should be sold to the last and highest bidder, excepting however such rights thereto as are secured to the said Dubuisson by the said articles eight and eleven; that the said Dubuisson would repair to the said concession with the view of carrying out the objects contemplated by the said hereinabove recited act; that the said Dubuisson not wishing to avail himself of the rights and privileges accorded to him by the said article eight and eleven of the said act of Partnership, he had proposed to take the said Delagarde in partnership with him for the full term and space of twelve years, allowing him an interest not only in the concession but also in all its appurtenances their improvement & management, the profits and losses arising therefrom to be equally borne by the said Dubuisson and Delagarde in the proportion of one half or moiety each.

That to enable them to make the purchase of the entire concession with all its appurtenances, and to obtain any further sum or sums of money which they would require to defray their expenses for travelling and transportation, they not having a sufficiency of means within themselves for the above stated purposes, had applied to the said Mr. Du Verney offering to acquire from him all his rights title and interest in the said Partnership of the first of November one thousand seven hundred and seventeen, and to take all the said rights title and interest to their own account and risk, and for the amount of his claim both for cash advances and the accumulated interest thereon, after first deducting from the amount of said accumulated interest six per cent. from the ten per cent. stipulated in said act of Partnership, as also for the payment which the said Du Verney will be bound to make to the said Trenoney De Chanfret of the ten thousand "Livres," furnished by the said De Chanfret as a cash advance agreeably to the terms and conditions of the act passed on the second of October one thousand seven hundred and twenty five and for the advance of ten thousand "Livres," which the said Dubuisson and Delegarde required of the said Mr. Duverney for the purpose of meeting the expenses they had to incur for passages and transportation as also for the purchase of the tools and all other necessary articles which they require for the successful carrying on of their said undertaking to constitute the whole with an annuity for the use and benefit of said Mr. Duverney at the rate of three and a half per cent. on the principal and payable in one or more installments of not less however than ten thousand livres each, said payment to be secured by mortgages, privileges and any and all further guarantees that may be required and under the clauses and conditions contained in the said act of Partnership between the said Dubuisson and Delagarde; in the act of purchase of the said concession with all its appurtenances in the name of the said Dubuisson, the latter exercising said right of purchase by virtue of said articles Eight and Eleven of the said act of Partnership and in the necessary agreement to be entered with at the time of said purchase in order to grant said Duvernay a first & special mortgage on said concession and its appurtenances to hold the said Duvernay harmless from any and all debts and liabilities of the said Partnership from the day of its commencement up to the said first of January seventeen hundred and thirty and finally to comply with all such further terms and conditions as the said Duverney may deem to his interest.

And the said Duverney here declared that however unfavorable and disadvantageous the proposition of the said Messrs. Dubuisson and Delagarde might be to him, nevertheless in order to furnish them with additional proofs of his friendship for them, and to enable them with their own means to render their establishment a profitable and permanent one, he accepts as the said De Roissy in his name and behalf hereby accepts their said offers and propositions and consequently hereby conveys, transfers, assigns & sets over, without however any other warranty whatever on the part of the said Duverney, nor any recourse against him except so far as his own personal acts and deeds are concerned.

Unto the said Dubuisson & Delagarde here present, accepting and purchasing for themselves in the proportion of one half or moiety each the rights, title and interest of the said Duverney, as also the rights, title and interest of Mr. De Montmartel, his brother, not only in the said concession & all its appurtenances, but also in the said Partnership from the said first day of November one thousand seven hundred and seventeen, the said Dubuisson and Delagarde to enjoy all the said herein above named rights and privileges in the proportion of one half or moiety each from the first of March one thousand seven hundred and twenty nine.

And in order to ascertain and establish the amount of advances made to the said Partnership with the accumulated interest thereon up to the said First of March one thousand seven hundred and twenty-nine, by the said Duverney and Montmartel, the said Mr. De Roissy in his said capacity, has, with the consent of the said Mr. Delagarde delivered to the said Mr. Dubuisson, who hereby acknowledges the receipt thereof the following described obligations to wit:

The first—bearing date the twenty-sixth October seventeen hundred and seventeen signed by the said Dubuisson, Senior for the sum of seventy-three livres fifteen pences, the interest on which from the last mentioned date up to the first of March seventeen hundred and twenty-nine amounts to eighty-three livres, eight pences and eight farthings.

The second dated the thirty-first of October one thousand seven hundred and seventeen also signed by the said Dubuisson for eighty-three livres fifteen pences, the interest on which amounts to ninety-four livres thirteen pences and four farthings.

The third dated the tenth of November of the same year signed by Dubuisson for one thousand livres, the interest on which amounts to eleven hundred and thirty-one livres one penny.

The fourth dated the twentieth of August one thousand seven hundred and eighteen, the fifth dated the twenty-second of January one thousand seven hundred and twenty, both signed by Dubuisson, amounting together to four hundred and fifty Livres and the interest thereon at four and nine seven pence and ten farthings.

The sixth dated the eighth of September one thousand seven hundred and eighteen and the seventh dated the first of January one thousand seven hundred and nineteen, both signed by Dubuisson and amounting together to one thousand livres and the interest thereon to one thousand and sixteen livres fifteen pence.

The eighth dated the fourth of November one thousand seven hundred and nineteen and the ninth dated first of February one thousand seven hundred and twenty both signed by the said Dubuisson, amounting together to (676) six hundred and seventy-six livres and the interest thereon to six hundred and fourteen livres.

The tenth dated the fifteenth day of February one thousand seven hundred and twenty-two, and the eleventh dated the thirtieth of December of the same year both signed by the said Dubuisson amounting together to four hundred and two livres, and the interest thereon to two hundred and forty-two livres, four pence.

The twelfth dated the eighth of August one thousand seven hundred and twenty-three also signed by said Dubuisson for three hundred and eight livres and the interest thereon to one hundred eighten pence and four farthings.

The thirteenth dated the fifth of May one thousand seven hundred and twenty-four also signed by said Dubuisson for two hundred livres, and the interest thereon to ninety-six livres one penny.

The fourteenth, signed by Dubuisson junior, dated the ninth day of December one thousand seven hundred and twenty-one for one thousand livres, the interest thereon being seven hundred and twenty-two livres eight pence and ten farthings.

The fifteenth dated the twenty-second of April one thousand seven hundred and twenty-two, signed by the said Dubuisson for one thousand livres, the interest thereon being six hundred and eighty-five livres sixteen pence and two farthings.

The sixteenth dated the eleventh of May one thousand seven hundred and twenty signed by the said Dubuisson for five hundred livres, the interest thereon being three hundred and forty livres five pence and four farthings.

The seventeenth signed by the said Dubuisson on the twenty-ninth day of said month of May, and the eighteenth dated the second day of June of the same year, also signed by the said Dubuisson amounting together to seven hundred and twenty livres and the interest thereon to four hundred and eighty-seven livres and five pence.

The nineteenth dated the fourth of August one thousand seven hundred and twenty-four and the twentieth dated the eighteenth day of July one thousand seven hundred and twenty-five both signed by the said Dubuisson amounting together to two hundred and thirty-one livres, and the interest thereon to eighty-three livres, eleven pence and nine farthings.

The twenty-first, dated the first of September one thousand seven hundred & seventeen signed by the said Delagarde for five hundred livres, the interest on which amount to five hundred & sixty-six livres, thirteen pence & four farthings.

The twenty-second, dated the second of December one thousand seven hundred and seventeen for five hundred livres signed by Delagarde, the interest on which amounts to five hundred & sixty-two livres eight pence and ten farthings.

The twenty-third, dated the seventh of February one thousand seven hundred and eighteen signed by Delagrade for four thousand & the interest thereon being four thousand four hundred and twenty-six livres thirteen pence & two farthings.

The twenty-fourth, dated the twenty-fourth of April one thousand seven hundred and twenty-four signed by the said Delagarde for five thousand three hundred livres, made up of five hundred livres contained in a receipt of the said Delagarde dated the first September one thousand seven hundred and seventeen, the interest thereon being five hundred and sixty-six livres thirteen pence and four farthings, of five hundred livres, contained in a second receipt of the said Delagarde dated the second of December one thousand seven hundred and seventeen and the interest thereon being five hundred and sixty-two livres, eight pence & ten farthings, of four thousand livres contained in a third receipt of the said Delagarde, dated the twenty-sixth of January one thousand seven hundred and eighteen, the interest thereon being four thousand four hundred and thirty-eight livres, seventeen pence and nine farthings, and of three hundred livres contained in a fourth receipt of the said Delagarde dated the twenty-eighth of February one thousand seven hundred and eighteen the interest thereon amounting to three hundred and thirty livres and five pence.

The twenty-fifth, dated the second of September one thousand seven hundred and twenty-one, signed by the said Delagarde for one thousand livres, the interest thereon amounting to seven hundred and forty-nine livres twelve pence & ten farthings.

The twenty-sixth dated the sixth of May one thousand seven hundred and twenty-seven, signed by said Delagarde for three hundred livres, the interest thereon amounting to fifty-four livres and ten pence.

The twenty-seventh dated the thirteenth of August of the same year signed by the said Delagarde for six hundred and ninety-one livres fourteen pence & three farthings, the interest thereon amounting to one hundred & forty-eight livres seventeen pence and one farthing.

The twenty-eighth dated the twenty-eighth of June one thousand seven hundred and twenty-four signed by De Verteuil for fifteen thousand livres, the interest thereon being six thousand seven hundred and sixty-two livres & ten pence.

The twenty-ninth dated the twenty-ninth of the same month signed by De Verteuil for two thousand livres, the interest thereon amounting to nine hundred and one livres two pence & two farthings.

The thirtieth, dated the thirtieth of August of the said year.

The thirty-first, dated the twentieth of September of the said year, both being signed by the said De Verteuil, and amounting together to three thousand livres, and the interest to one thousand three hundred & thirty-four livres three pence & four farthings.

The thirty-second, dated the said twentieth of September, signed by the said for forty thousand livres, the interest thereon amounting to seventeen thousand eight hundred and sixty-seven livres, eighteen pence and ten farthings.

The thirty-third dated the twenty-fourth day of the said month of September; the thirty-fourth dated the thirtieth of the said month, both signed by the said De Verteuil, amounting together to six thousand four hundred and eighty-nine six pence & six farthings, and the interest thereon to two thousand eight hundred & sixty-seven seventeen pence & seven farthings.

The thirty-fifth dated the third of October of the said year signed by the said De Verteuil for three hundred and seven livres, and the interest thereon to one hundred and thirty-five livres, seven pence and four farthings.

The thirty-sixth dated the twenty-fifth of May one thousand seven hundred & twenty-three signed Danson for three hundred livres the interest thereon being one hundred & seventy-three livres.

And the thirty-seven and last dated the fifth day of September one thousand seven hundred and twenty-eight signed by Coïndre for two hundred livres, the interest thereon amounting to nine livres fourteen pence & ten farthings.

From the foregoing delivery of the said herein-above described receipts it is evident that the advances made to the said partnership by the said Duverney and the said De Montmartel from the said first day of November one thousand seven hundred and seventeen, amount to eighty seven thousand five hundred and two ten pence and nine farthings and the interest thereon agreeably to the terms and conditions of the said partnership to the sum of forty eight thousand six hundred and thirty six livres, ten pence and six farthings, which said two sums amount together to one hundred and thirty six thousand one hnndred and thirty nine livres one penny three farthings, from which said last mentioned sum the said De Roissy in his said capacity hereby agrees to allow a reduction in favor of said Dubuisson and Delagarde and in their favor only of twenty-nine thousand one hundred and eighty one livres, eighteen pence one farthing, being the amount of interest at the rate of six per centum on the said sum of eighty seven thousand five hundred and two livres ten pence nine farthings amount of the said principal and advances from the respective dates of the said receipts up to the said first of March seventeen hundred and twenty nine, and in consequence of the said allowance the said total sum of principal and interest is hereby reduced to the sum of one hundred and six thousand nine hundred and fifty seven livres, three pence, to which adding the sum of two thousand livres which the said De Roissy in his said capacity has paid in Louis d'or (ready current money) at the execution of these presents and in the presence of the undersigned notaries, to the said Dubuisson who hereby acknowledges the receipt thereof, and the sum of ten thousand livres which the said De Roissy *and the sum of ten thousand livres which the said De Roissy* in his said capacity binds and obligates the said Du Torney to pay to the said Trenoney de Chamfret in liquidation of a like sum by him advanced to the said partnership formed on the said first of November one thousand seven hundred and seventeen and agreeably to the terms and conditions of the contract passed on the second of October one thousand seven hundred and twenty six the three last mentioned sums amounting together to one hundred and eighteen thousand nine hundred and fifty seven livres three pence, and in consideration of the premises the said De Roissy in his said capacity hereby subrogates the said Dubuisson and Delagarde to all the rights, actions and privileges of the said Duverney, without any further warranty than hereinbefore described, the said transfer being moreover made on the following terms and conditions, to wit:

That the said Dubuisson and Delagarde shall become the purchasers of the said entire concession and all its appurtenances, and that they shall acquire the same in the name of the said Dubuisson only agreeably to the provisions of the articles eight and eleven of the said partnership of the said first of November one thousand seven hundred and seventeen, they the said purchasers to own all the said above described property in the proportion of one half or moiety each; that the price of said purchase money shall be paid by them not only with the amounts advanced by the said Duverney and de Montmartel, but also with the claims of the said Du Verney upon said concession and appurtenances, as will appear by the titles and receipts above described and also with the interest now due and accruing at the rate of ten per cent.

And finally with the ten thousand livres which are to be paid to said Trenoney de Chamfret agreeably to the stipulations contained in the said contract of the second of October one thousand seven hundred and twenty six and in the event that the above mentioned sums should prove insufficient to cover the full amount of said purchase, then any deficiency shall be made up by the said Dubuisson and Delagarde, each of them contributing in the proportion of one half to meet said deficiency.

And the said Dubuisson and Delagarde shall at the time of making the payment for said purchases, require due mention to be made in the receipt which will be given them for said payment in the name of said Dubuisson, of the several sums with interest as hereinabove described as also of the said Mr. De Chamfret's claim of ten thousand livres in order to secure to the said Du Verney as is hereby agreed by the said Dubuisson and Delagarde a first lien and privilege upon the said concession and all its appurtenances, and the said receipt shall furthermore contain the necessary subrogation in favor of the said Duverney, and duly certified copies of the said acts of purchase &c. shall be delivered to the said Du Verney in eighteen months from this date under penalty of damages.

And the said appearers, Dubuisson & Delegarde hereby bind and obligate themselves to liquidate any and all debts due by the said partnership, from which said debts they do hereby hold the said Duverney harmless, hereby further promising and binding themselves to furnish the said Duverney within eighteen months from this date with the proper vouchers and receipts showing such settlements.

And it is further agreed and understood that although the said purchases are made in the individual name of the said Dubuisson, nevertheless all the said property so acquired shall belong to the said Dubuisson and Delagarde in the proportion of one full half or moiety to each, and neither of the said parties whether Dubuisson or Delagarde, their widows, children, heirs or assigns shall at any time have the right of disposing of the whole nor of any part of said concession and its appurtenances, without their mutual knowledge and consent or with that of their legal representatives and without the consent by authentic act of the said Du Verney or of his legal representatives.

And furthermore the said Dubuisson and Delagarde shall be bound as they do hereby mutually agree, to remain and continue, for the full term and space of twelve years, as partners not only in the concession and its appurtenances but also for the cultivation and management thereof agreeably to the terms and conditions hereinabove recited and on such further and additional terms and conditions as the said Dubuisson & Delagarde may mutually agree for their said partnership, of which they shall deliver a correct and duly certified copy in a fortnight to the said Du Verney; the present contract is made for and in consideration of the price and sum of one hundred and nineteen thousand three hundred and fifty seven livres twelve pence to which sum the hereinabove ceded advances, claims and interest amount (after deducting the allowance made in favor of the said Dubuisson & Delagarde of six per cent on the said interests of ten per cent) comprising also the payment made to the said Dubuisson and to the said Delagarde and the payment to be made to the said De Chamfret and that of four hundred livres for the cost of the present act paid to Silvestre, one of the undersigned Notaries by the said Du Verney the said two sums amounting together to the sum of one hundred and nineteen thousand three hundred and fifty seven livres three pence, for which sum of one hundred and nineteen thousand three hundred and fifty seven livres the said Messrs. Dubuisson & Delagarde have by these presents sold created and constituted in favor of the said Duverney, herein represented by the said De Roissy who accepts the same for him in his said capacity, and for which the said Dubuisson and Delagarde de hereby bind themselves in solido, an annuity of four thousand one hundred and seventy seven livres nine pence ten farthings being 3½ three and a half per cent on the principal, to be cancelled and annulled as the said purchasers so desiring it, but on their paying in one two or more instalments of not less than ten thousand livres each, the said sum of one hundred and nineteen thousand three hundred and fifty seven livres with all arrearages, costs, &c. then due, and which said annuity of four thousand one hundred and seventy seven livres the said constituents bind and obligate themselves to pay in Paris to the said Duverney his heirs and assigns or their legal representatives at the end of each and every year the payment of the first said instalments to be computed from the first July next maturing on the same day of the year one thousand seven hundred and thirty and so on from year to year so long as the said annuity shall continue to be allowed, and in order to secure the full and punctual payment of each and all of said instalments the said constitutes do hereby especially mortgage and hypothecate the entire concession and all its appurtenances which the said constituents are about to purchase in the name of the said Dubuisson in virtue of the facilities granted to the latter by the articles eight and eleven of the said act of partnership of the first of November one thousand seven hundred and seventeen, as also generally all the property both moveables and immoveables now owned and which may hereafter be acquired by the said constituents or either of them, the said constituents hereby specially mortgaging all the said above described property to secure the punctual payment of the yearly instalments falling due on account of said annuity.

Thus done and agreed between the said Paris who respectively fix their domiciles in this city as follows to wit: the said Dubuisson and Delagarde at the residence of Mr. Delagarde senior on Neuve street, Parish Saint Eustache, and the said De Roissy in his said capacity at the residence of the said Duverney on Neuve Saint Louis Street.

Done and passed in Paris in the office of Silvestre Notary.

In the year one thousand seven hundred and twenty-nine the sixteenth day of May.

Original signed, Dubuisson, De Roissy, Delagarde de Monteillard et Silvestre & Veillart Notaries.

In the year one thousand eight hundred & forty-eight on the seventeenth day of July the foregoing was duly collated by Mr. Huillier the undersigned notary in Paris with the original act, the said original act being in his possession as the successor to Mr. Silvestre.

HUILLIER.

France, city of Paris,
Consulate of the United States of America:

The above signature "Huillier" duly authenticated at this office.

In testimony whereof I have hereunto set my hand and seal of office this 21st day of July in the year of our Lord 1848.

[SEAL.] ROBERT WALSH.
U. S. Consul.

11°. The plaintiffs offered in evidence a certain document entitled "Deliberation de la Sociéte de la concession Dubuisson; nomination de Mr. Trenannay de Chanfret, 14 Octobre 1731. Acceptation par Mr. de Chanfret et procuration à Mr. Arnaud Bonneaud." Which document is in the words & figures following, to wit:

Deliberation de la Société de la Concession du Buisson.

Pardevant les notaires à Paris soussignés, Furent présens Joseph Dureville bourgeois de Paris, y demeurant rue neuve Saint Louis au marais au nom et comme procureur, et fondé de pouvoir spécial pour ces présentes et étant au pied du projet d'y celles, en dâte dujourd'hui, de Joseph Paris Duverney écuyer conseiller sécretaire du roi, maison couronne de France, et de ses finances le dit pouvoir étant sous signature privée, controllée par Petit ce jourd'hui.

Est demeuré ci joint, après avoir été du dit Sieur Dureville certifié véritable, et paraphé ne varietur en presence des notaires soussignés.

D'une part—Nicolas Joseph Delagarde, bourgeois de Paris, et Etienne Du Buisson, aussi bourgeois de Paris, demeurant ensemble rue neuve la Paroisse Saint Eustache.

D'autre part—Les dits Sieurs Duverney, Delagarde et Dubuisson, conjointement avec Pierre Louis Cavalier de Verteuil et François Dubuisson de Montferrier, seuls associés et interessés en la concession nommée Le Buisson et ci-devant ancien village des Payagoulas dans la province et gouvernement de la Louisiane.

Lesquels ont dit: que les avis qu'ils ont reçus de la dite concession, et qui les instruisent de la conduite du dit Sieur Deverteuil, depuis que les dits Sieurs ses associés l'ont envoyé à la Louisiane pour régir leur concession, en qualité de directeur et administrateur leur justifient également son peu d'intélligence et de bonne volonté pour travailler utilement au bien de la société, et qu'il n'a eu en vue que son interêt particulier, et non celui de la compagnie en général.

Que loing par le dit Sieur Deverteuil d'avoir travaillé à l'agrandissement de la dite concession, par le defrichement des terres leur culture, et plantation, les dits sieurs comparants ont connu avec de plaisir qu'il a fixé sa résidence à la Nouvelle Orléans depuis qu'il

y est arrivé, sans daigner monter à la concession, ni même y envoyer les secours de marchandises et deurées dont elle aurait besoin, et dont il ètait amplement muni à son passage à la Louisiane, au moyen des fonds considérables qui lui avaient été remis pour en faire les achats.

La résidence à la Nouvelle Orléans fut d'abord pretexté de sa part de demêlés personnels d'entre lui et le dit Sieur Dubuisson de Montferrier de qui il prétendait exiger des démarches de pure civilité que le savoir vivre seul prescrit entre les hommes, mais qui portés à un certain point entre eux deviennent aussi frivoles et méprisables qu'au fond elles etaient inutiles entre ces deux hommes pour le bien de la societé.

Cependant ces premières prétentions du dit Sieur Duverteuil furent ensuite accompagnées d'autres demandes et soumissions de la personne du dit Sieur de Montferrier et tout cela n'aboutit qu'à les aliener.

Cependant les dits sieurs comparants instruits de ces premières altercations entre les dits Sieurs Deverteuil et de Montferrier, qui faisaient craindre une mésintelligence contraire aux vues de la compagnie, elle crut devoir la prevenir ainsi que les mauvais effets qui en pouvaient resulter, par deux choses que les dits sieurs comparants firent alors pour y mettre fin.

La première qu'ils reglèrent aux dits Sieurs Deverteuil et Dubuisson de Montferrier des fonctions particulières et détachées suivant qu'il est porté par leur délibération du dix Decembre mil sept cent vingt quatre, afin que l'un et l'autre restraints à des devoirs prescrits, puissent remplir entièrement l'objet que la compagnie s'était proposé.

La seconde que le vingt Octobre mil sept cent vingt cinq ils ecrivirent à Messieurs du conseil souverain de la Louisiane, et en particulier à M. Delachaise l'un deux pour les prier d'interposer leurs office et même leur autorité pour faire cesser les contestations mêmes entre les dits Sieurs Deverteuil et de Montferrier et les ramener tous deux au point désiré d'une entière union, et d'un esprit de concorde, sans lesquels la concession ne pourrait fructifier.

Tous ces soins de la part des dits sieurs comparants sont malheureusement devenus inutiles; et les dernières lettres qu'ils ont reçues de la colonie depuis le premier Janvier de la présente année jusque et compris le mois de Mai dernier, tant des dits Sieurs Deverteuil, et Dubuisson, que de Messieurs du Conseil, et même de Monsieur de Boisbriant commandant à la Louisiane leur ont confirmé les premiers avis qu'ils avaient reçus que le d. Sr. Deverteuil ne peut repondre à l'opinion que les dits sieurs comparants avaient eue de ses talents, et de sa capacité pour bien conduire leur concession. Ils en sont demeurés pleinement convaincus en apprenant premièrement le traité qu'il a fait au commencement de la présente année, avec le Sr. Dusablé Canadien pour la culture de la dite concession à des conditions très onéreuses pour leur dite compagnie, et secondement par les violences que le dit Sieur Deverteuil a exercées pour expulser le dit Sieur de Montferrier en lui enlevant les clefs des magasins et l'habitation et les marchandises et effets d'y celles, dont le dit Sieur de Montferrier était chargé par délibération du dix Décembre mil sept cent vingt quatre. Et cela pour éviter par le d. Sieur Deverteuil (comme en effet il a refusé de le faire) d'envoyer aux dits sieurs comparants l'inventaire général signé de lui et du dit Sieur de Montferrier de tous les effets et marchandises étant à son arrivée à la Louisiane, dans les magasins et habitation de la d. concession, même des effets et marchandises par lui emportées de France pour la dite concession le tout au mépris de la dite déliberation du dix Décembre mil sept cent vingt quatre, dont l'inexécution porte un préjudice notable à la dite compagnie, en la mettant presque hors d'Etat de demander un compte au dit Sieur De Montferrier, de ses charges et gestion.

Tous ces faits contraires aux par les société, et délibérations subséquentes, bien connues du d. Sieur Deverteuil, et également opposées aux intentions, et au bien de la compagnie, les dits sieurs comparants pour éviter la continuation du dépérissement de la dite concession et effets d'y celle, ont résolu de destituer le dit Sieur Deverteuil de sa dite qualité de directeur, et administrateur général de la dite concession, et de les remplacer d'un sujet plus en état de répondre à leurs vues, et capable de réparer par une bonne économie dans la suite le préjudice que la compagnie a souffert jusqu'à présent, par les faits et mauvaise administration du dit Sieur Deverteuil.

À ces causes les dits Srs. comparants ont arreté, convenu, et déliberé ce qui suit:

Premièrement. Qu'ils ont révoqué et revoquent le dit Sieur Deverteuil de la dite qualité de directeur et administrateur de la dite concession n'entendant plus qu'il s'immisce aux affaires de la dite société, en la dite qualité, se réservant les dits sieurs comparants de demander et faire rendre compte au dit Sieur Deverteuil de sa gestion et administration.

Secondement. Au lieu et place du dit Sieur Deverteuil les dits sieurs comparants ont nommé et choisi pour directeur et administrateur de la dite concession la personne de Claude Trenannay Dechanfret qui a précédemment habité la dite concession lorsque le dit Sieur Dubuisson l'un des dits sieurs comparants en alla faire l'établissement en l'année mil sept cent dix sept, à condition par le dit Sieur Dechanfret de se rendre à la dite concession le plus promptement qu'il lui sera possible, et qu'il la gouvernera en bon père de famille, et dans l'esprit de la dite société et des délibérations qu'ils ont suivie, dont lui sera délivree copies signées du dit Sieur Delagarde, pour pouvoir par le dit Sieur Dechanfret être pleinement instruit des clauses charges et conditions y portées et à l'effet de par le d. Sr. Dechanfret exercer sa dite qualité de directeur et administrateur, les dits sieurs comparants lui donnent tout pouvoir requis et nécessaire, pour pouvoir par lui agir, et disposer ainsi qu'il jugera convenable pour le bien de la dite société.

Troisièmement. Les dits sieurs comparants ont fixé et fixent les appointements du dit Sieur Dechanfret en la dite qualité, sur le pied et à raison de douze cent livres par an, qui auront cours à compter du premier Octobre mil sept cent vingt six, lesquels appointemens le dit Sieur Dechanfret retiendra sur le produit de la dite concession.

Quatrièmement. Le dit Sieur Deverteuil ayant par sa mauvaise gestion, non seulement dissipé très promptement la cargaison qu'il avait conduite, mais encore fait differents emprunts de sommes, ou de deurées pour l'alimenter et la concession, de manière à faire juger aux dits sieurs comparants des besoins considérables ou la dite concession va se trouver et les dits sieurs comparants étant par eux-mêmes hors d'Etat de faire aucuns fonds, pour fournir la dite concession de choses necessaires à la vie, tant des commis, qu'engagés et esclaves qui l'habitent, et propres à contribuer à son avancement, par le commerce et la culture qui peuvent se faire en la dite concession, les dits sieurs comparants ont accepté et acceptent les offres faites par le dit Sieur Dechanfret, et consentent qu'il employe jusqu'à la somme de dix mille livres, ou environ, de ses deniers, dont il a offert de faire l'avance, tant en marchandises et deurées convenables à la dite concession que pour le fret d'y celles, à la charge par le dit Sieur Dechanfret d'envoyer aux dits sieurs comparants les états, factures, et quittances des achats qu'il aura faits avant son embarquement à Lorient, de laquelle somme de dix mille livres les interêts lui seront payés à raison de cinq pour cent du jour du connaissement du capitaine, jusqu'à celui du remboursement que les dits sieurs comparants esperent pouvoir lui faire, avant la fin de leur société actuelle, et pour lors lui donner un interêt de deux sols dans les vingt sols de leur société, à prendre dans la portion cédée précédemment au dit Sieur Deverteuil, avec qui ils réfondront la dite société actuelle, sans par le dit Sieur Dechanfret être tenu de faire aucuns fonds pour raison des dits deux sols d'interêts.

Cinquièmement. Le dit Sieur Dechanfret dressera à son arrivée à la concession, conjointement avec le dit Sieur Deverteuil, et les ci-après nommés ou dûment appelés, inventaires genéral et exact de chaque nature de marchandises et effets, même des esclaves, chevaux, bestiaux, et basse cour qui se trouveront au dit jour sur la dite concession, ainsi que des terres tant défrichées, qu'ensemencees desquelles marchandises et effets et autres choses détaillées et comprises au dit état général, le dit Sieur Dubuisson de Montferrier demeurera chargé en sa dite qualité de garde magasin par la reconnaissance qu'il en donnera au pied du dit inventaire lequel sera fait quintuple, et signé des ci-dessous nommés savoir une expédition pour demeurer entre les mains du dit Sr. Dechanfret, un autre entre celles du dit Sr. de Montferrier, la troisième entre celles du dit Sr. Romand que les dits sieurs comparants nomment par ces présentes pour controlleur du dit Sieur de Montferrier, la quatrième pour être remise au dit Sieur De Verteuil, pour sa décharge et la cinquième pour être envoyée aux dits sieurs comparants, aussitôt après la confection du dit inventaire.

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Sixièmement. Le dit Sieur Dechanfret requérera incontinent après le dit Sieur Deverteuil de lui présenter son compte en forme, tant des effets et marchandises par lui achetés en France, ou au cap, lors de son passage à la Louisiane, que des autres marchandises, et effets que se sont trouvés dans les magasins de la dite concession, lors de l'expulsion que le dit Sieur Deverteuil a faite violemment au dit Sieur Demontferrier et de l'effraction des magasins qui étaient à la garde de mon dit Sieur Demontferrier, et à l'effet par le dit Sieur Dechanfret de pouvoir débattre, arrêter et constater le dit compte, les dits sieurs comparants lui remettront des doubles signés du dit Sieur Delagarde des Etats et Factures signés du dit Sieur Deverteuil voulant et entendant les dits sieurs comparants que le dit Sieur Dechanfret se fasse remettre par le dit Sieur Demontferrier ou autres qu'il appartiendra ses registres, acquis, etats, et mémoires concernant la situation actuelle des magasins de la dite concession au moment qu'il en a été éloigné, et forcé de l'abandonner pour le tout servir à débattre et constater le compte que le dit Sieur Deverteil sera tenu de rendre.

Septièmement. À défaut par le dit Sieur Deverteuil de compter à l'amiable de sa gestion, jusqu'au jour de sa destitution, les dits sieurs comparants donnent pouvoir au dit Sieur Dechanfret de lui contraindre pardevant le conseil souverain établi à la Louisiane, ou il se pourvoira tant pour ce que dessus, qu'en cas de contestation, sur les dépenses du compte du dit Sr. Deverteuil que le dit Sieur Dechanfret ne trouverait pas juste de lui allouer.

Huitièmement. Le dit Sieur Deverteuil ayant contrevenu à l'article quatorze de la société qu'il s'est expressément obligé d'observer, ainsi que le dit Sr. Dubuisson l'un des dits sieurs comparants avec qui elle est passée; et ayant au préjudice de la disposition du dit article fait avec le Sieur Dusablé un traité non seulement contraire aux intérêts de la compagnie, par les avantages immenses qui en resultent pour le dit Sieur Dusablé, mais encore directement opposé à l'esprit du dit article portant défense au regisseur de la dite concession de faire aucun commerce, ni entreprise pour son compte particulier, ni contracter aucune autre société directement, ni indirectement, aux peines y portés les dits sieurs comparants donnent pouvoir au dit Sieur Dechanfret en vertu de la dite société dont copie signée du dit Sieur Delagarde lui sera fournie, de signifier aux dits Sieurs Deverteuil et Dusablé la revocation et désaveu que les dits sieurs comparants font par ces présentes, du dit traité, qu'ils n'entendent nullement être exécuté, comme étant fait tant contre leurs interêts, que contre la loi portée par la dite société sauf aux contractants à se faire raison l'un envers l'autre, ainsi qu'ils aviseront sur leurs prétentions respectives.

Neuvièmement. Le dit Sieur Dechanfret après avoir paraphé et arreté les registres, acquits, Etats, et mémoires du dit Sieur Demontferrier mentionnés en l'article six des présentes les lui remettra pour servir au dit Sieur Demontferrier à dresser son compte de recette, et de consommation pour le passé, et y être à l'avenir ainsi que précédemment enregistrées, toutes les natures d'effets, marchandises, et deurées qui seront remises dans les magasins, et employées pour l'utilité de la concession, duquel registre pour les recettes et consommation commençantes au jour de l'arrivée du dit Sieur Dechanfret, à la concession, le dit Sieur Romand tiendra un double ou seront pareillement enregistrées toutes les natures d'effets, marchandises, et d'entrées qui seront et entreront dans les magasins de la concession, et employées pour son utilité, auquel Sieur Romand les dits sieurs comparants accordent annuellement la somme de cinq cents livres, pour appointements, à commencer au premier Octobre mil sept cent vingt six, lesquels appointements outre ses nourritures, logement et blanchissage, lui seront payés sur les remises de la dite concession.

Dixièmement. Les dits sieurs comparants accordent en outre au dit Sieur Romand la somme de cinq cents quinze livres, par forme de gratification pour le dedommager des dépenses qu'il a précédemment faites pendant son séjour à l'habitation, et en considération tant des services qu'il y a rendus, que de la bonne volonté qu'il a d'y repasser pour le service de la dite société, laquelle somme de cinq cent quinze livres lui sera payée par le dit Sieur Dechanfret, sur sa quittance, au bas du certificat qui a été délivré le par le dit Sieur Demontferrier, à la concession, et laquelle somme de cinq cent quinze livres sera comprise en celle dite de dix mille livres, ou environ, dont le dit Sieur Dechanfret a offert de faire l'avance à la compagnie.

Onzièmement. Arrivant que le dit Sieur Dechanfret ne put passer à la dite concession par le premier vaisseau pour faire les dites fonctions de directeur et administrateur, et pour executer ces présentes en tout leur contenu, les dits sieurs comparants pour le bien de la société, et empêcher le déperissement total des effets d'y celle par la mauvaise administration du dit Sieur Deverteuil, ont par ces dites présentes donné pouvoir au dit Sieur Dechanfret de nommer soit le Sr. Armand Bonneaud ci-devant garde magasin général de la compagnie des Indes, ou autres qu'il jugera convenable, pour en son lieu et place, et jusqu'à son arrivée à la dite concession, faire executer le contenu en ces dites présentes.

Douzièmement. Les dits sieurs comparants ont nommé et choisi pour écrivain et commis de la compagnie en la dite concession la personne du Sieur Henry ci-devant employé à la dite concession, aux appointements de quatre cents livres par chacun an à compter du premier Octobre mil huit cent vingt six, outre ses nourritures, logement et blanchissage; et il sera permis au dit Sieur Dechanfret de prendre et mener avec lui à la dite concession, un chirurgien aux appointements de la compagnie, tels que le d. Sieur Dechanfret jugera en couvenir avec le dit chirurgien.

Treiziemement. Sera signifié au dit Sieur Deverteuil que du jour de la notification de sa d. revocation, il ne lui sera fourni aux frais de la société aucun logement, nourritures ni autres choses.

Quatorzièmement. Ces présentes seront acceptées par acte authentique par le dit Sr. Dechanfret.

Quinzièmement. De ces dites présentes il en sera fourni expédition à M. M. les commissaires et directeurs de la compagnie des Indes en cette ville, et seront priés d'interposer leur autorité pour l'execution des présentes. Car, ainsi a été convenu, promettant, obligeant, renonçant: fait et passé à Paris en l'etude l'an mil sept cent vingt six, le deuxième jour d'Octobre, et ont signé.

Ainsi signé: Delagarde, Dureville, Dubuisson et Silvestre et Viellard notaires.

Et le quatorze Octobre mil sept cent vingt six est comparu pardevant les dits notaires à Paris soussignés.

Le Sieur Claude Trenannay de Chanfret et etant présent à Paris logé rue Tirechappe Paroisse Saint Germain l'Auxerois chez le nommé Ducrocq: lequel après lecture par lui faite de l'acte de délibération des autres parts.

A declaré qu'il l'approuve et confirme en tout son contenu: ce foisant a accepté et accepte la dite qualité de directeur et administrateur à lui accordée par icelle, a promis et s'est obligé d'exercer la dite commission ainsi que de droit et d'executer la dite déliberation en tous ses points et en tout son contenu.

Et par ces mêmes présentes, le dit Sieur de Chanfret se trouvant hors d'état de passer à la concession par le premier vaisseau pour faire les fonctions de directeur et administrateur et pour exécuter la déliberation des autres parts; et en conséquence.

A nommé, choisi et constitué pour son procureur la personne du dit Sieur Arnaud Bonneaud ci devant garde magasin général de la compagnie des Indes pour par le dit Sieur Bonneaud, aux lieu et place du dit Sieur de Chanfret et jusqu'à son arrivée à la dite concession, faire executer la dite délibération en tout son contenu et demeurer agent du dit Sieur de Chanfret pour tout faire comme si présent en personne il y était; a l'effet de quoi il lui donne et concéde les mêmes pouvoirs à lui donnés par la dite délibération, promettant, obligeant, renonçant.

Fait et passé à Paris et étude: les dits jour et an ci dessus.

Signé: Trenannay de Chanfret et Silvestre et Veillart notaires.

L'an mil huit cent quarante huit le dix sept Juillet collation des présentes a été faite par Me. Huillier notaire à Paris soussigné sur les minutes des actes ci-dessus transcrits étant en sa possession comme successeur médiat de Me. Silvestre.

[SEAL.] (Signed) HUILLIER.

FRANCE, CITY OF PARIS,
Consulate of the United States of America:

The above signature Huillier duly authenticated at this consulate.

In testimony whereof I have hereunto set my hand & seal of office this 21st day of July in the year of our Lord 1848.

[SEAL.] (Signed) ROBERT WALSH,
U. S. Consul.

Translation of the foregoing document.

Before the undersigned notaries, at Paris, personally came & appeared.

Joseph Dureville, a citizen of Paris & residing there on Neuve Street herein acting for & in the name & behalf of Joseph Paris Duverney, Esquire, King's Counsellor, "Maison Couronne de France et de ses finances," &c. &c. &c.

By virtue of a Special Power of attorney dated this day, & hereunto annexed for reference, the same having been paraphed this day by Petit after having been duly acknowledged by the said Dureville & paraphed "Ne varietur" in presence of the undersigned Notaries.

Nicolas Joseph Delagarde, a citizen of Paris, and Etienne Dubuisson also a citizen of Paris, both residing on Neuve Street, Parish Saint Eustache, of the one part.

The said Messrs. Duverney, Delagarde and Dubuisson conjointly with Pierre Louis Cavalier De Verteuil and François de Montferrier being the only partners interested in the concession named "Le Buisson" & formerly the ancient village of Bayagoula in the Province and Government of Louisiana.

Who declared that the advices which they had received from the said concession & by which they were fully apprised of the conduct of Mr. De Verteuil, from the time that his said Partners first sent him to Louisiana to take charge of their concession as the manager thereof, satisfied them of his total unfitness for said management and of his utter negligence of their interests.

That the said De Verteuil instead of extending and enlarging the said concession by the clearing of the lands, their cultivation &c. the said appearers have learned with much sorrow that he had fixed his residence in New Orleans ever since his arrival there without ever having gone up to the concession, nor even sending there the goods and provisions required for its use which he had been supplied with an abundant stock for the purpose when he first start for Louisiana, considerable sum of money having been given to him to be applied by him to the purchase of said provisions &c.

When first the said Deverteuil fixed his residence in New Orleans he pretended that it was on account of personal difficulties existing between him and the said Mr. Dubuisson de Montferrier from whom he was disposed to exact certain civilities and advances which can only be expected from men of good breeding, and which when carried to excess, become frivolous and contemptible, especially among these two individuals who might well have dispensed with them for the good of the Partnership.

However these first pretensions, on the part of the said Deverteuil were soon followed by others by which he even required the said De Montferrier to humble himself before him, all which had the tendency to estrange them from each other.

Nevertheless the said appearers having been duly apprised of these first differences between Deverteuil and De Montferrier and fearing that such misunderstandings would exist among them as to prove detrimental to the company, they endeavored to prevent them by two things which they did with that view.

Firstly. They assigned to the said Deverteuil & Dubuisson de Montferrier special & separate duties as will be seen by their articles of agreement entered into on the tenth of December one thousand seven hundred & twenty four, in this manner each one of them being confined as above stated to special & separate duties, they could then fully carry out the objects contemplated by the Company.

Secondly. On the twentieth of October one thousand seven hundred & twenty-five, they wrote to the members of the Sovereign Council of Louisiana & particularly to Mr. Delachaise, a member of said Board, requesting them to mediate between them and even if necessary to use their authority in order to put an end to these interminable difficulties between the said Deverteuil and De Montferrier, & to bring about that state of good feeling among them so essentially desirable for the success and prosperity of the concession.

All the above precautions on the part of said appearers proved unfortunately to be of no avail, and the last advices which they received from the colony from the first of January of the present year up to and including the month of May last, not only from the said Messrs. Deverteuil and Dubuisson but also from the members of the Council and even from Mr. De Boisbriant the commandant in Louisiana, confirmed them fully in the opinion they had first formed that the said Deverteuil was totally unfit to have the management of said concession, and of this they were more fully convinced on learning the particulars of a contract which he made in the early part of this year with a certain Dusablé, a Canadian, for the cultivation of said concession, on the most unfavorable terms for the company, and also from the harsh measures which he had recourse to in order to drive the said Deverteuil from the premises by taking from him the keys of the stores and depriving him of the plantation, goods, &c. with which the said De Montferrier was especially charged by the act passed the tenth day of December one thousand seven hundred and twenty four, and this, with the view of preventing the said De Verteuil (as in fact he did prevent him) to forward to the said Appearers the General Inventory signed by himself and by the said De Montferrier of all the goods, effects &c. which were found on his arrival in Louisiana to be in the stores and on the plantation of the concession, as also of the merchandise and other effects imported by him from France for the use of said concession all which being contrary to the true intent of said act of the 10th of December one thousand seven hundred and twenty four, the non compliance with the terms of which has proven highly detrimental to said Company by placing it out of their power to require of the said De Montferrier an account of his management of the concession &c.

Now then in consequence of the above repeated violation of the intentions of the company as expressed in their act of Partnership and as their subsequent acts, the said appearers in order to avoid any further loss on the said concession and its appurtenances, have resolved to discharge the said Deverteuil as general manager of the said concession, and to appoint in his stead a person better qualified and one that may be able by proper economy and management to make up the losses which the company has sustained through the mismanagement of the said Deverteuil.

And now the said appearers determined and agreed as follows to wit:

Firstly. That they have revoked as they do hereby revoke any and all power heretofore given by them to the said Duverteuil in the capacity of manager of the said concession, the said appearers not wishing him in any wise to interfere with any of the concerns of the said concession, but reserving to themselves the right of requiring from the said Deverteuil full account of his management thereof.

Secondly. In the place of the said Mr. Deverteuil, the said appearers have selected and appointed as the future manager of the said concession Mr. Claude Trenonay de Chanfret who formerly resided on the concession at the time that the said Dubuisson, one of said appearers went for the purpose of establishing it in the year one thousand seven hundred and seventeen on condition that the said De Chanfret will repair to the said concession as early as possible and that he will manage it carefully and agreeably to the clauses and conditions of the said partnership as also of the subsequent agreements entered into, certified copies of which said acts duly signed by the said Delagarde will be delivered to the said Dechanfret in order that he may have a perfect knowledge of all terms, clauses conditions and stipulations therein contained and the said appearers do hereby moreover grant the said De Chanfret full power and authority to act as manager aforesaid as he may deem best for the interest of said partnership.

Thirdly. The said appearers have fixed as they do hereby fix the salary of the said De Chanfret in the said capacity at the rate of twelve hundred "Livres" per annum to be computed from and after the first of October one thousand seven hundred and twenty-six, which said salary the said De Chanfret is hereby authorized to retain out of the revenues of the said concession.

Fourthly. The said Deverteuil having by his bad management not only wasted in a very short time the entire cargo which he had brought with him and having also repeatedly borrowed sums of money and quantities of provisions for his use and for the use of the concession thereby satisfying the said appearers that the said concession will stand in immediate need of very many things, and the said appearers being unable to raise the money that will be required in order to supply the said concession with the indispensable articles required for the use of the clerks, of the hired hands & of the slaves upon it, as also for the commerce and cultivation of the said concession they consequently have accepted as they do hereby accept the offers made by the said Dechanfret, and accordingly consent that he apply about ten thousand livres of his private funds which he proposed to advance, to the purchase of merchandize & provisions suitable to the said concession, as also to the payment of the freight & transportation of said merchandize and provisions and that the said Dechanfret shall furnish the said appearers with all the invoices & receipted bills of the purchases he will have made prior to his departure, and on the said sum of ten thousand livres interest will be allowed him at the rate of five per centum from the day of the date of the bill of lading signed by the captain up to the time of the payment of the principal which the said appearers hope to have it in their power to pay before the termination of their present partnership, when they will allow him an interest of two cents on the twenty cents of their partnership to be taken from the portion heretofore allowed to the said Duverteuil with whom they will dissolve said partnership and the said Dechanfret shall not be bound to make any advances on account of the said interest herein above allowed him.

Fifthly. Immediately on his arrival upon the concession, the said Dechanfret jointly with the said Deverteuil and the persons hereinafter named, make out a general & correct inventory of all the merchandize, effects, slaves, horses, cattle and poultry found upon said day on said concession, as also of the lands cleared or planted, of all which said merchants effects &c. enumerated & set forth in the said general inventory the said Dubuisson De Montferrier shall take charge in his capacity of store keeper and receipt for the same at foot of the said inventory, which said inventory shall be made in quintuple & signed by the persons hereinafter named, to wit: One copy for the use of said De Chanfret, a second copy for the use of the said Mr. De Montferrier, a third for the use of Mr. Romand whom the said appearers hereby appoint as comptroller to the said De Montferrier, the fourth to be delivered to the said Mr. Deverteuil as his discharge, and the fifth to be forwarded to the said appearers the moment the said inventory shall be completed.

Sixthly. The said De Chanfret shall without delay require of the said Deverteuil, correct statement & accounts not only of the merchandize & effects by him purchased in France and at the cape at the time of his departure for Louisiana, but also of all such other effects & merchandize as were in the stores belonging to the concession at the time that said Deverteuil drove the said De Montferrier from the premises, as also of the breaking open of the the said stores which were under the charge of the said De Montferrier, and in order to enable the said Dechanfret to make a fair & correct settlement of said accounts the said appearers shall furnish him with duplicates signed by the said Delagarde of the accounts & invoices signed by the said Deverteuil, it being the wish & intention of the said appearers that the said De Chanfret require of the said De Montferrier delivery of all the records, accounts, invoice & memoranda shewing the actual condition of the stores belonging to the said concession at the time of his discharge, so that the said De Chanfret may be enable to make a proper examination & settlement of the accounts which the said Deverteuil may render.

Seventhly. In case the said Deverteuil should refused to amicably account for his said management up to the day of his discharge then the said appearers do hereby grant to the said De Chanfret full power & authority to have the said Deverteuil cited before the Sovereign Council established in Louisiana, and compel him thereto produce said accounts, and to cause to be deducted therefrom any and all item, charges, &c. which the said De Chanfret shall not see fit & proper to allow.

Eighthly. The said Deverteuil having violated the fourteenth article of the partnership which he was bound explicitly to comply with; and having, notwithstanding the stipulations of the said article to the contrary, made with the said Dusablé a contract which was not only directly opposed to the interests of the company on account of the immense advantages thereby secured to the said Dusablé, but which said contract was also in direct violation of the article which forbids the said manager from transacting any business whatever on his own private account & risk, or from directly or indirectly forming any other partnership, under the penalty therein enumerated & set forth. Now therefore the said appearers do hereby fully authorize the said De Chanfret, in virtue of the said partnership of which an authentic copy signed by the said Delagarde shall be duly delivered to him to notify the said Messrs. Deverteuil & Dusablé of the formal disapproval by the said appearers of the contract hereinabove named the execution of which said contract the said appearers are opposed to, it being contrary to their interest & forbidden by the stipulations contained in the partnership, the contracting parties will therefore settle this matter between themselves according to the recourse which they mutually have upon each other.

Ninthly. The said De Chanfret after paraphing the bills, receipts, accounts statements & memoranda of the said De Montferrier as described in article six, shall return them to the said De Montferrier to enable him to make out his account or statement of receipts & expenditures, and a register shall be kept containing lists & statements of all merchandize & other objects found in the stores of the concession & consumed for the use of said concession from the day of the arrival there of the said De Chanfret, and the said Mr. Roman shall keep a similar register in which he will duly make entries of all the merchandize & other articles which are now & may hereafter be in the stores of the concession & which shall be used for it & the said Romand shall be allowed by the said appearers the annual sum of five hundred livres, as a compensation for said services commencing the first of August one thousand seven hundred & twenty six, which said salary as also his board lodging & washing shall be paid him out of the revenues of the said concession.

Tenthly. The said appearers also hereby allow the said Mr. Romand a further sum of five hundred & fifteen livres as a compensation for the expenses he incurred during his former stay on the plantation, for his services while there, and for his kindness in consenting to return to said plantation, which said sum of five hundred & fifteen livres shall be paid to him by the said De Chanfret on his reccipt at foot of the certificate delivered the by the said De Montferrier to the concession and the said sum of five hundred & fifteen livres shall be considered as part of the ten thousand livres which the said De Chanfret has offered to advance to the company.

Eleventh. Should the said Mr. De Chanfret not have it in his power to sail by the first vessel and enter upon his duties of overseer as aforesaid, then the said appearers having in view the interest of the company & the total destruction of their property by the bad management of the said Deverteuil, have authorized as they do by these presents, authorize the said De Chanfret to appoint either Mr. Armand Bouneaud who has been general store keeper for the East India Company, or such other person as he may deem fit to act in his stead as manager aforesaid until the said De Chanfret shall reach the said concession.

Twelfth. The said appearers have appointed Mr. Henry (formerly employed in the concession) as clerk to the company on the concession with a salary of four hundred livres per annum from the first October one thousand seven hundred & twenty six, with his board lodging & washing, and the said De Chanfret shall have the right of employing a physician for the concession to be paid by the company such compensation as the said De Chanfret may see proper to allow him.

Thirteenth. The said Deverteuil shall be apprised that from & after the day upon which he will have been notified of his discharge, he the said Deverteuil shall no longer be entitled to his board lodging &c. at the expense of the company.

Fourteenth. The said De Chanfret shall subscribe to these presents in a proper authentic act.

Fifteenth. Copies of these presents shall be forwarded & delivered to the Hble. members of the Board of Managers of the East India Company in this city & the said Hble. members shall be requested to enforce the execution of these presents.

Thus done and passed at Paris in our office in the year one thousand seven hundred and twenty six, the second of October.

And the said parties have hereunto subscribed their names.

Delagarde, Dureville, Dubuisson, Silvester & Veillard, *Notaries.*

And on the fourteenth day of October one thousand seven hundred and twenty six, before the undersigned Notaries in Paris.

Personally came and appeared the said Claude Trenonay de Chanfret, residing at present in Paris, on Tirechappe street, Parish Saint Germain at a certain Mr. Ducrocq, who after reading the foregoing act, declares that he fully approves the same in all its particulars, and doing so, he has accepted as he does hereby accept the office of manager &c. thereby conferred upon him and binds and obligates himself to act in said capacity faithfully and to carry out all the objects contemplated by the said foregoing act.

And the said De Chanfret moreover declared that being unable to set out for the concession by the first vessel sailing, he has appointed as he does hereby appoint and constitute as his attorney in fact Mr. Armand Bounaud, (heretofore general storekeeper for the East India Company) to act for and in the name of the said De Chanfret, to carry out the objects contemplated by the foregoing act, to continue as the agent of the said De Chanfret until his arrival upon the concession, and to that end the said De Chanfret hereby grants the said Armand Bounaud all the same powers with which he now stands invested in virtue of said herein above recited act.

Thus done and passed in Paris at our office, the day and date above written.

Original signed Trenonay de Chanfret and Silvestre and Veillart, *Notaries.*

L'an mil huit cent quarante huit le dix sept Juillet, the foregoing was duly collated with the original acts by Mr. Huillier, Notary, in Paris, the said original acts being in his possession as successor to Mr. Silvestre.

"HUILLIER."

FRANCE, CITY OF PARIS,
Consulate of the United States of America:

The above signature "Huillier" duly authenticated at this office.

In testimony whereof I have hereunto set my hand and seal of office this 21st day of July in the year of our Lord 1848.

ROBERT WALSH,
U. S. Consul.

12°. The plaintiffs offered in evidence a certain document entitled "Procuration par Mr. Paris Duverney à Mr. Trenannay de Chanfret,

18 Octobre 1731;" which document is in the words and figures following, to wit:

Procuration par Mr. Paris Duverney à Mr. de Chanfret.

Pardevant nous, Jacques Silvestre, conseiller du Roi notaire au Chatelet de Paris soussigné en presence des témoins ci-après nommés, fut présent Joseph Paris Duverney, ecuyer Seigneur de Plaisance Mont St. Père et autres lieux Conseiller Secretaire du Roi, maison couronne de France et de ses finances, demeurant en son chateau de Mont St. Père près Chateau Thierry, Province de Champagne, lequel a fait et constitué son procureur général et special Mr. Claude Trenannay de Chanfret qui est sur le point de partir de France pour se rendre en la Province de la Louiziane, étant de présent au dit Chateau de Mont St. Père à ce présent et acceptant, auquel il donne pouvoir de pour lui et en son nom et au cas que les Sieurs Etienne Dubuisson et Damien Delagarde de Monteillard, étant en la dite Province de la Louisiane, fussent dans le dessein de repasser en France, et de se desister du traité fait entre eux et le fondé de procuration du dit Sieur Duverney devant le dit Silvestre, notaire qui en a la minute le seize Mai mil sept cent vingt neuf et après le paiement par eux fait au dit Sieur de Chanfret en vertu de la procuration que lui a passé ce jour le dit Sieur du Verney des arrérages échus et à echeoir des quatre mille cent soixante dix sept livre neuf sols dix deniers de rente au principal de cent dix neuf mille trois cent cinquante sept livres trois sols par eux constitués au profit du dit Sieur Duverney par le dit contrat, accepter le dit desistement, consentir la resilation du dit contrat de constitution et la nullité de toutes les clauses et conditions y portées sans aucuns dépens dommages ni intérêts prétendre de part ni d'autre à la charge de non autrement qu'à l'instant du dit désistement les dits Sieurs Dubuisson et Delagarde remettront au dit Sieur Dechanfret les originaux des trente sept récépissés à eux remis par le dit contrat qu'il remettront et mains et en la possession du dit Sr. Dechanfret, tant l'habitation et concession nommée le Buisson et ci-devant le village de Bayagoula, que tous les nègres, négresses, negrillons et négrites qui se trouveront en la dite concession appartenant à icelle au même nombre qu'ils étaient lors de l'inventaire du dix neuf Décembre mil sept cent vingt neuf, ensemble tous les effets, meubles, immeubles, marchandises, batiments bestiaux et autres choses contenues au dit inventaire, que le tout sera de la même qualité et valeur qu'elle était au jour du dit inventaire sous condition que la plus value et plus grande quantité appartiendra au d. Dubuisson et Delagarde et que la moins value et la moindre quantité sera par eux payée comptant argent de France au dit Sieur de Chanfret pour en être par lui tenu compte au dit Sr. Duverney, que les dits Sieurs Dubuisson et Delagarde remettront au dit instant et au dit Sr. Dechanfret tous les titres, papiers, registres, mémoires et pièces generalement quelconques qu'ils ont, concernant la dite habitation et concession, et qu'ils affirmeront qu'ils n'en retiennent aucun.

Et au cas d'exécution par eux de tout ce que dessus dit, procéder au dit desistement et passer i celui pardevant notaire en la forme convenable, se charger par le dit Sr. de Chanfret de tous les dits effets, deniers comptants titres et papiers, en donner aux d. Dubuisson et Delagarde toutes décharges necessaires, se mettre par le d. Sr. de Chanfret en possession tant des dites habitations, concession que de tous le dits effets faire valoir le tout pour le compte du dit Sr. Duverney de la façon que le dit Sr. Chanfret jugera convenable, mème vêndre en toute partie soit en gros ou en detail tant les d. concession, habitation, que tous les effets qui lui auront été remis à qui, au prix, charges, clauses et conditions qu'il avisera, recevoir les d. prix en donner toutes quittances et généralement pour ce que dessus dit, faire, signer et passer tous actes nécessaires, promettant le d. Sr. Duverney avoir le tout pour agréable, obligeant, et vaudront ces présentes nonobstant surannation, et jusqu'à révocation expresse d'icelle dument signifiée.

Fait et passé au Chateau de Mont St. Père en présence de Me. Joseph Pasquier avocat en parlement et de Antoine Mennier agent des affaires de M. Duverney demeurant au d. Mont St. Père témoins à ce appelés et requis, l'an mil sept cent trente un le dix huit Octobre avant midi et ont signés.

L'an mil huit cent quarante huit le dix sept Juillet, collation des présentes a été faite par Me. Huillier notaire à Paris soussigné sur la minute de l'acte ci-dessus transcrit étant en sa possession comme successeur médiat de Me. Silvestre.

(Signed) HUILLIER.

FRANCE, CITY OF PARIS,
Consulate of the United States of America:

The above signature Huillier duly authenticated at this Consulate.

In testimony whereof I have hereunto set my hand & seal of office this 21st day of July in the year of our Lord 1848.

[SEAL] (Signed) ROBERT WALSH.
U. S. Consul.

Translation of the foregoing document.

Before me, Jacques Silvester, the undersigned King's Counsellor and Notary at the Court House in Paris and in presence of the witnesses hereinafter named.

Personally came and appeared Joseph Paris Duverney Esquire "Seigneur de Plaisance Mont Saint Père et autres lieux, Conseiller Secretaire du Roi, Maison Couronne de France et de ses finances," residing at his castle "Mont Saint Pere."

Who has constituted and appointed as his general and special agent and attorney in fact, Mr. Claude Trenonney de Chanfret, now on the eve of sailing from France for the Province of Louisiana, and at this moment at the Castle of Mont Saint Père here present and accepting, with full power for him and his name, should Messrs. Etienne Dubuisson and Damien Delagarde de Monteillard, now in the Province of Louisiana, design returning to France, and to cancel and annul the agreement made between them and the agent and attorney in fact of the said Duverney, as per act passed before the said Silvestre, Notary, on the sixteenth day of May one thousand seven hundred and twenty nine; the said Dubuisson and Delagarde de Montiellard having first fully paid to the said De Chanfret all the accumulated interest now due and to become due, to wit the annual installment of four thousand one hundred & seventy-seven livres, nine pence ten farthings being the interest on the principal which is one hundred & nineteen thousand three hundred & fifty-seven livres three pence, the said interest being allowed to the said Duverney for his seperate use & benefit by the terms and condition of the said contract to accept the cancelling of the said agreement herein above referred to, to consent to the annulling of the contract allowing the annual rent as also all the clauses & conditions in said contract, without however any right to damages on either side,—but with the express condition that on the dissolution of the said contract, the said Dubuisson and Delagarde will immediately deliver to the said De Chanfret the thirty-seven receipts &c. which had been delivered to them in conformity with the terms & conditions of said contract, & furthermore that they will surrender to the said De Chanfret not only the plantation & concession known by the name of Le Buisson & heretofore by the name of "Bayagoula Village" but also all the negroes & negresses that may be found on said concession & belonging to it, the number of said negroes to be the same as they were found to be on the day of the inventory taken on the nineteenth of December one thousand seven hundred & twenty-nine, as also all and singular the effects whether moveables or immovables, merchandize, buildings & improvements, cattle & any & all other things specified in said inventory, the whole to be in the same good order & condition as on the day of the date of said inventory, it being agreed and understood that any except the value shall be paid for by him in ready money of the currency of France to the said De Chanfret to be by him accounted for to the said Duverney; that the said Dubuisson & Delagarde shall also at the same time & place deliver to the said De Chanfret all the title papers, documents, records & memoranda which they may in their possession in any wise concerning the said plantation & concession, they declaring that they have withholden none of them, & so soon as all that is hereinabove stipulated shall be completed, then to proceed with said dissolution by legal act before Notary; and the said De Chanfret shall then take charge of all the effects, ready money, title papers & documents

& give the said Dubuisson & Delagarde all necessary receipts & discharges therefore, & the said De Chanfret shall take possession of the said plantation, concession &c. appurtenances and all the effects thereunto belonging & appurtaining & take charge thereof and manage the same for the account of said Du Verney in such a manner as the said De Chanfret may deem best for his interest, and even to sell portions or the whole of said concession, plantation and all the effects thereto attached & belonging which will have been delivered to him at such prices & on such term and conditions as the said De Chanfret may see fit, to receive the proceeds of said sale or sales and grant acquittances therefore, and to that end to pass & sign all necessary acts the said Du Verney hereby promising & binding himself to ratify the same.

Thus done and passed at the Court House of Mont Saint Pere in the presence of Mr. Joseph Pasquier, counsellor in Parliament and Antoine Meunier agent of Mr. Duvernay and residing at the said "Mont Saint Père both competent witnesses, in the year one thousand seven hundred and thirty one on the eighteen day of October before noon.

And the said parties hereunto signed their names.

In the year eighteen hundred and forty eight the foregoing copy was collated by the undersigned notary Huillier, with the original act now in his possession as successor to Mr. Silvestre.

(Signed) HUILLIER.

FRANCE, CITY OF PARIS,
Consulate of the United States of America:

The within signature "Huillier" duly authenticated at this consulate. In testimony whereof I have hereunto set my hand and seal of office this 21st day of July in the year of our Lord 1848.

ROBERT WALSH,
U. S. Consul.

13°. The plaintiffs offered in evidence, a certain document entitled "Convention entre Mr. Paris Duverney et Mr. Trenannay de Chanfret, 18 Octobre 1731;" which document is in the words and figures following, to wit:

Convention entre Mr. Duverney et Mr. Trenannay de Chanfret.

Pardevant nous Jacques Silvestre Conseiller du Roi notaire au Chatelet de Paris, soussigné, en présence des temoins ci-après nommés, Furent présents:

Joseph Paris Duverney, écuyer Seigneur de Plaisance, Mont Saint Père et autres lieux, conseiller secretaire du roi, maison couronne de France et de ses finances; demeurant en son chateau de Mont Saint Père.

Le dit Sieur Duverney créancier d'Etienne Dubuisson et de Damien

de la Garde de Monteillard, de quatre mille cent soixante dix sept livres neuf sols dix deniers de rente au principal de cent dix neuf mille trois cent cinquante sept livres trois sols suivant le contrat de constitution qu'ils lui ont solidairement passé devant le dit Me. Silvestre notaire le seize Mai mil sept cent vingt neuf—d'une part.

Et Sieur Claude Trenannay de Chanfret demeurant au dit chateau de Mont Saint Père et étant sur le point de partir pour se rendre à la Louisiane—d'autre part.

Lesquelles parties sont convenues de ce qui suit: savoir:

Que le dit Sieur de Chanfret promet de donner tous ses soins, et en vertu des deux procurations que le dit Sieur Duverney lui a présentement passées, pour procurer au dit Sieur Duverney le paiement des arrérages de la dite rente et le remboursement d'icelle même celui de tous ses droits et pretentions sur la concession nommée le Buisson.

À cet effet de faire tout ce qu'il conviendra; de faire remettre en France et au dit Sieur Duverney toutes les sommes et deniers procedant du recouvrement que le dit Sieur de Chanfret fera en vertu des dites procurations; que le dit Sieur Duverney tiendra compte au dit Sieur de Chanfret de tous frais d'envois des dits deniers, et que sur toutes les sommes qui seront recues par le dit Sieur de Chanfret, il lui paiera, même consent qu'il retienne par ses mains, les deux sols pour livres des dites sommes qui appartiendront au dit Sieur de Chanfret pour lui tenir lieu de tous appointements, frais de commission et autres généralement quelconques, autres que les sommes que le dit Sieur de Chanfret pourra débourser pour parvenir à la dite réception; lesquels déboursés, il retiendra par ses mains; moyennant les dits deux sols pour livre dont le dit Sieur Duverney fait remise au dit Sieur Chanfret, il ne pourra pretendre aucun frais de voyage ni retour, car ainsi a été convenu entre les parties, promettant, obligeant, renoncant.

Fait et passé au dit chateau de Mont Saint Père.

En présence de Mr. Joseph Pasquier avocat en parlement demeurant au dit Mont Saint Père.

Et de Antoine Mennier agent des affaires du dit Sieur Duverney, au dit Mont Saint Père y demeurant.

Témoins à ce apellés et requis.

L'an mil sept cent trente un le dit huit Octobre avant midi et ont signé.

L'an mil huit cent quarante huit le onze Juillet collation des présentes a été faite par Me. Huillier notaire á Paris soussigné sur la minute de l'acte ci dessus transcrit étant en sa possession comme successeur médiat de Mr. Silvestre.

(Signed) HUILLIER.

France, City of Paris,
Consulate of the United States of America:

The within signature Hullier duly authenticated at this consulate.

In testimony whereof I have hereunto set my hand and seal of office this 21st day of July in the year of our Lord 1848.

[SEAL.] (Signed) ROBERT WALSH,
U. S. Consul.

Translation of the foregoing document.

Before me, Jacques Silvestre, the undersigned, King's Counsellor and Notary at the Court House in Paris, & in presence of the witnesses hereinafter named.

Personally came and appeared Joseph Paris Duverney Esquire, King's Counsellor, Seigneur de Plaisance, Mont Saint Père et autres lieux, Maison Couronne de France et de ses Finances, residing at his castle of Mont Saint Père.

The said Duverney being a creditor of Etienne Dubuisson and of Damien De la Garde de Monteillard in the sum of four thousand one hundred and seventy seven livres, nine pence ten farthings, being for interest on the principal amounting to one hundred and nineteen thousand three hundred and fifty seven livres, three pence, agreeably to the terms of the contract by which they are each and both of them bound "in solido" and which contract was passed before the said Silvestre, notary, on the sixth day of May one thousand seven hundred and twenty nine.

And Mr. Claude Trenonay de Chanfret residing at the said castle of Mont Saint Père, and being on the eve of sailing for Louisiana.

Which said appearers mutually agreed as follows to wit:

That the said Mr. De Chanfret hereby binds & obligates himself to use all due diligence to obtain for the said Duverney, by virtue of the two procurations given him by the said Duverney the payment of all the said interest now accrued and due, as also any and all his rights, claims upon the concession know as "Le Buisson."

To that end to do whatever may be found necessary; to have any & all such sums as the said De Chanfret may collect by virtue of said procurations, forwarded to the said Duverney in France; that the said Duverney will account to the said De Chanfret for any and all charges by him incurred for the transmission of said money; and that on all sum of money which shall be received by the said Mr. De Chanfret, he will pay him & even consents that he retain in his own hands the two pence per "livre" on said sums, as a full compensation for his salary, commissions and all other charges generally of whatsoever nature, excepting however such sums of money as the said De Chanfret may have to expend in order to be enabled to make the said collections, and which said sums so advanced by him, he will retain out of the sums so collected. In consideration of the said two pence per "livre," which the said Duverney hereby allows to the said De Chanfret, the latter shall not be allowed anything for travelling expenses.

Thus done and passed at the said Castle of Mont Saint Père in the presence of Mr. Joseph Pasquier, a lawyer in parliament, residing at the said Mont Saint Père and Antoine Mennier, the agent of said Mr. Duverney and also residing at the said Mont Saint Père, both witnesses. In the year of our Lord one thousand seven hundred & thirty one, the 18th of Octobre before noon.

And the said parties hereunto signed their names.

In the year one thousand eight hundred & forty eight, on the eleventh of July, the foregoing was compared and collated by Huillier with the original act, which is in his possession, as successor to Mr. Silvestre.

HUILLIER.

France, city of Paris,
Consulate of the United States of America.

The within signature "Huillier" duly authenticated at this consulate.

In testimony whereof I have hereunto set my hand and seal of office this 21st day of July in the year of our Lord 1848.

[seal.] ROBERT WALSH,
U. S. Consul.

14°. The plaintiffs offered in evidence a certain document entitled "Extrait d'Inventaire de feu Sr. Claude Trenonay" (which document is already copied from page 48 to page 52 of this transcript, under the title of "Inventory of Claude Trenonay.") Sealed and signed by A. Robin, Juge de Psse.

15°. The plaintiffs offered in evidence a certain document entitled "Extrait d'Inventaire de Dame Vve. Ozenne épouse Trenonay de Chanfret, 7 Mars 1765," (which document is already copied from page 55 to 56 of this transcript, under the title of "Inventory of Made. Claude Trenonay.") Sealed and signed by the same.

16°. The plaintiffs offered in evidence a certain document entitled "Donatio inter vivos by Jos. Duverney to Claude Trenannay, April 12th 1766;" which document is in the words and figures following to wit:

Donation Duverney à Mr. Trenonay. 12 *Avril* 1766.

Fut present Mr. Joseph Paris Duverney, Conseiller d'Etat, Intendant à l'hotel de l'Ecole royale militaire, demeurant à Paris rue St. Louis au marais Paroisse St. Gervais.

Lequel a par ces présentes donné par donation entre vifs, pure et simple et irrevocable en la meilleure forme qu'elle puisse valloir, cédé, quité, transporté et délaissé sans néanmoins aucune garantie

à Sr. Claude Trenonay habitant à la Louisiane y demeurant ordinairement au poste de la Pointe Coupée, étant du présent à Paris logé chez le Sieur Guérin, caffetier, rue St. Honoré Paroisse Sainte Eustache, à ce présent et acceptant tous et tels droits de propriété, créances, noms, raisons et actions qu'à et peut avoir mon d. Sieur Duverney dans les biens et effets mobiliers et immobiliers composants l'établissement fait dans l'ancien village de Bayagoulas Province de la Louisiane et au d. lieu de la Pointe Coupée ou autres environs en vertu de la concession faite originairement au Sr. Dubuisson par la compagnie des Indes, suivant sa déliberation du vingt six Octobre mil sept cent dix sept ensemble tous les fruits, profits, revenus, emoluments et intérèts dûs et appartenant à mon d. Sieur Duverney à cause des dits droits et échus de tout le passé jusqu'à ce jour en quoique le tout puisse consister et sans par mon d. Sieur Duverney rien excepter, retenir n'y réserver de ce qui lui appartient et est dû tant en fonds, capitaux, mobiliers & immobiliers que revenus dans le dit établissement, et à l'occasion et iceluy déclarant mon d. Sieur Duverney qu'il n'a jamais rien touché ni des fonds par lui mis dans le dit établissement, et interêts des dits fonds, ni des fruits et revenus du dit établissement.

Pour par lui le d. Sieur Trenonay jouir faire et disposer du tout en pleine propriété et comme de chose lui appartenant au moyen des présentes et en commencer la jouissance de ce jourd'hui, et en conséquence faire par le d. Sieur Trenonay rendre compte aux regisseurs et directeurs du d. établissement, notamment au Sieur Claude Trenonay de Chamfret oncle du d. Sieur Donataire ci devant juge et subdélégué au poste de la Pointe Coupée à la Louisiane, recevoir les sommes qu'ils se trouveront devoir par l'évenement de leurs compte pendant tout le cours de leur régie et administration et en faire et disposer comme bon lui semblera.

Cette donation ainsi faite parceque telle est la volonté de mon d. sieur donateur et à la charge et condition expresse que le d. Sieur Trenonay sera tenu ainsi qu'il s'y oblige, d'acquitter garantir et endemniser, mon d. Sr. Duverney de tout recours prétentions, créances & répétitions qui pourraient être exercées par ceux qui étaient ci devant associés avec lui dans le dit établissement et par tous autres qui pourraient avoir des droits et créances à prétendre sur le dit établissement et au sujet d'y celui faisant le d. Sieur Trenonay de tout son propre fait et dette, du manière que mon d. Sieur Duverney ne puisse être jamais en aucun cas inquiété, poursuivi, ni recherché pour raison de ce.

Car ainsi a été convenu entre les dites parties et pour l'exécution des présentes, le dit Sieur Trenonay a élûe domicile à Paris chez Monsieur Trenonay, son frère, rue Montmartre près la rue du Croissant Paroisse Sainte Eustache auquel lieu nonobstant, promettant, obligeant, renonçant, fait et passé à Paris en la demeure sus-designée de mon d. Sr. Duverney.

L'an mil sept cent soixante six le douzième jour d'Avril avant midi

et ont signé: Joseph Duverney, Trenonay, Arnoult, Trudon, ces deux derniers notaires.

L'an mil huit cent quarante huit, le Vendredi vingt huit Juillet, ces présentes ont été expédiées et délivrées par maître Eugène Pélage Duval, notaire à Paris soussigné sur la minute du dit acte de donation, étant en sa possession comme successeur médiat du dit maître Jérôme Louis Trudon, ancien notaire à Paris et comme tel détenteur des minutes de son exercice.

(Signed) DUVAL.

France, City of Paris,
Consulate of the United States of America:

The above signature Duval duly authenticated at this consulate.

In testimony whereof I have hereunto set my hand & seal of office this 29th day of July in the year of our Lord 1848.

[seal.] (Signed) ROBERT WALSH,
U. S. Consul.

Translation of the foregoing document.

Personally came & appeared Mr. Joseph Duverney, King's Counsellor & Intendant of the Royal Military Academy, residing in Paris, on St. Louis street, Parish St. Gervais, who does hereby make a donation inter vivos, pure simple and irrevocable, hereby conveying, transferring & assigning forever, without however any guarantee whatever unto Mr. Claude Trenonay an inhabitant of Louisiana & generally residing there at the Post of Pointe Coupée, but at present temporarily in Paris & residing at Mr. Guerin's, a tavern keeper on St. Honoré street, Parish Saint Eustache, here present and accepting all the right, title interest & claim which the said Duverney now has or may have in and to all the property & effects of whatever nature whether moveables or immoveables comprising the establishment located in the ancient village called Bayagoulas, in the Province of Louisiana, as also at the point called Pointe Coupée or in any other section, by virtue of the concession originally made to Dubuisson by the East India Company as per act passed on the twenty sixth day of October one thousand seven hundred and seventeen, as also all & singular the profits, emoluments & interest due & accruing by virtue of the said rights hereinabove referred to, the said Duverney making no exception or reservation whatever, and therefore not retaining or reserving for his own use any part whatever of the capital invested, nor of the moveables or immoveables appertaining to said establishment, the said Duverney hereby furthermore declaring that he has never withdrawn any portion of the money advanced & furnished by him to said establishment, nor has he ever at any time received any interest thereon nor any part of the revenues of the said establishment.

To have & to hold the said establishment & appurtenances unto the said Trenoney for ever with the full right of alienating or disposing of the whole or of any portion thereof, the said Trenoney being hereby put in possession of the same from this day & the said Trenoney is authorised to require of the several managers & overseers of said establishment, and particularly of his uncle Claude Trenoney de Chamfret, accounts of their respective administrations thereof with the said donor, late judge & subdelegate to the Post of Pointe Coupée in Louisiana, as also to collect & receive any and all balances which may appear to be due by the accounts thus rendered during the whole time of their said administration and to dispose of the same as the said Trenoney may deem fit.

The present donation is thus made because such is the will of the said donor, and on the express terms & conditions that the said Trenoney shall be bound as he does hereby bind himself to hold the said Duverney harmless from all loss in consequence of any & all claims, demands or pretension whatever which may be brought forward by either or any of his former partners, or of any other person or persons who may set up any claim or demand whatever against said establishment, the said Trenoney assuming all such claims &c. as his own debts so that the said Duverney shall at no time hereafter be liable to be called upon, or be sued for a settlement of any part thereof.

Thus done & agreed between said parties.

And for the further carrying out the full objects of the present articles the said Trenoney has fixed his domicile in Paris near Du Croissant street, Parish Saint Eustache.

Thus done & passed at Paris, at the hereinbefore described residence of Mr. Duverney in the year one thousand seven hundred and sixty six, the twelfth day of April, in the forenoon.

And the said parties have hereunto signed their names.

Joseph Duverney, Trenoney, Arnoult, Trudon, the last two being notaries.

In the year one thousand eight hundred & forty eight, on Friday the twenty eighth July, the foregoing copy was made and delivered by Eugène Pelage Duval, the undersigned notary, who is in possession of the original act of donation as the successor to Jerome Louis Trudon formerly a notary in Paris, the records &c. of whose notariel office are now in my charge.

(Signed) DUVAL,
Notaire.

FRANCE, CITY OF PARIS,
Consulate of the United States of America.

The above signature "Duval" duly authenticated at this consulate.

In testimony whereof I have hereunto set my hand & seal of office this 29th day of July in the year of our Lord 1848.

[SEAL.] (Signed) ROBERT WALSH,
U. S. Consul.

17° The plaintiffs offered in evidence a certain document entitled "(Donation by Duverney to Claude)—Consent by the latter, Trenonay, as to the donor's remaining in possession and use of the property:—done at Paris, April 12th, 1766;" which document is in the words and figures following, to wit:

12 *Avril* 1766 *Consentement.*

Aujourd'hui est comparu pardevant les conseillers du Roy, notaires au châtelet de Paris et soussignés.

Sr. Claude Trenonay, habitant de la Louisiane y demeurant ordinairement au poste de la Pointe Coupée, étant de présent à Paris logé chez le Sieur Guérin, caffetier, rue Saint Honoré, Paroisse Saint Eustache.

Lequel a dit que par acte passé devant Trudon l'un des notaires soussignés qui en a la minute et son confrère ce jourd'hui, Mr. Joseph Paris Duverney, conseiller d'Etat intendant de l'hotel de l'Ecole Royale Militaire, lui a aux charges y expliquées fait donation de tous les droits qu'a et peut avoir mon d. Sieur Duverney dans les biens composants l'établissement fait dans l'ancien village des Bayagoulas Province de la Louisiane & les environs en vertu de la concession faite originairement au Sieur Dubuisson par la compagnie des Indes en mil sept cent dix sept; ensemble de tous les fruits revenus et interets échus.

Et a le d. Sieur Trenonay déclaré qu'il consent par ces présentes que nonobstant la d. donation, le Sieur Trenonay De Chamfret son oncle qui regissait le d. établissement conserve la jouissance sa vie durant de tous les objets compris en la dite donation, renonçant à pouvoir l'en déposseder ni lui en demander aucun compte pendant la vie de lui Sieur Trenonay De Chamfret. Promettant obligeant renonçant:

Fait et passé à Paris en l'Etude.

L'an mil sept cent soixante six, le douzième jour d'Avril avant midi et a signé, Trenonay, Arnoult, Trudon, ces deux derniers notaires.

"L'an mil huit cent quarante huit le Vendredi vingt huit Juillet,
"ces présentes ont été expediées et delivrées par Maître Eugène
"Pélage Duval, notaire à Paris soussigné, sur la minute du dit acte
"de donation étant en sa possession comme successeur médiat du
"dit Me. Jerome Louis Trudon, ancien notaire à Paris, et comme tel
"détenteur des minutes de son exercice.

(Signed) DUVAL.

France, City of Paris,
Consulate of the United States of America:

The above signature "Duval" duly authenticated at this Consulate.

In testimony whereof I have hereunto set my hand & seal of office this 29th day of July in the year of our Lord 1848.

[SEAL.] (Signed) ROBERT WALSH,
U. S. Consul.

Translation of the foregoing document.

This day personally came & appeared before the undersigned, king's counsellors and notaries, at the Court House in Paris.

Mr. Claude Trenonay, an inhabitant of Louisiana and generally residing there at the Post of Pointe Coupée being now temporarily in Paris at Mr. Guerin's, tavern keeper on St. Honoré Street, Parish Saint Eustache.

Which appearer declared that by an act passed before Trudon, one of the undersigned notaries, who has the said original act in his possession, and his colleague, Mr. Joseph Louis Du Verney, King's Counsellor, and Intendant of the Royal Military Academy, has on the terms & conditions contained in the hereinabove recited act, made him a donation of all the rights & title which the said Du Verney now has or may have in the establishment located at the ancient village of Bayagoula and its vicinity in the Province of Louisiana by virtue of the grant or concession originally made to the said Dubuisson by the East India Company in the year one thousand seven hundred and seventeen, with all the rights, privileges & appurtenances thereunto belonging or in any wise appertaining.

And the said Trenoney here declared that he does hereby consent and agree that notwithstanding the said donation, that the said Trenoney de Chamfret his uncle, shall continue in the enjoyment, during his life time, of all and singular the objects &c. enumerated and described in said act of donation, the said Trenoney hereby formally renouncing to all right on his part of dispossessing his said uncle of any portion whatever of the said property herein above referred to, as also to all and any right of requiring any account whatever from the said Mr. Trenoney de Chamfret, during his said life time.

Thus done and passed in Parit at our office in the year one thousand seven hundred and sixty six the twelfth day of April before noon.

Signed Trenoney, Arnoult, Trudon, the two last being Notaries.

In the year one thousand eight hundred & forty eight, Friday the twenty eighth of July the foregoing copy was made & delivered by Eugène Pelage Duval the undersigned Notary, at Paris, the original act of donation being in his possession, as successor to Mr. Jerome Louis Trudon late a Notary Public in Paris, and the Records of whose office are now in my possession in my said capacity of his successor.

DUVAL,
Notary.

FRANCE, CITY OF PARIS,
Consulate of the United States of America:

The above signature "Duval" duly authenticated at this Consulate.

In testimony whereof I have hereunto set my hand & seal of office this 29th day of July in the year of our Lord 1848.

[SEAL.] (Signed) ROBERT WALSH,
U. S. Consul.

18°. The Plaintiffs offered in evidence a certain document entitled "Procuration par Sr. C. Trenannay de Chanfret à Sr. L. Mazange, 25 Août 1767," (which document is already copied from page 56 to page 58 of this transcript, under the title of "Procuration of Trenonay Sr. to Mazange.")

Sealed and signed at Pointe Coupée, 30th Nov. 1836, by A. Robin, Juge de Paroisse.

19°. The Plaintiffs offered in evidence a certain document entitled "Transaction entre Sr. C. Trenannay de Chamfret et Sr. Claude Trenannay, neveu, 2 Octobre 1767," (which document is already copied from page 58 to 61 of this transcript.) Sealed and signed in like manner.

20°. The Plaintiffs offered in evidence a certain document entitled "Declaration de J. B. Degruy en faveur des heritiers de A. B. Dauterive, 22 Août 1836" (which document is already copied from page 65 to page 72 of this transcript under the title of "Affidavit of Jn. Bte. Degruys.") Sealed, signed, and delivered, the 29th October, 1841, by F. Dugué, judge.

21°. The Plaintiffs offered in evidence a certain document entitled "Plano y certificacion de agrimensura de las tierras de Dn. Juan Antonio Bernardo Dauterive en el distrito de Ibervil y ensenada de los bayagoulas, Año de 1772" (which document is already copied from page 41 to page 47 of this transcript, beginning by the words "Survey—Don Luis Andry, teniente &c." said document being also) marked "B No. 21," and Signed on the 28th of April, 1823, by Saml. H. Harper, Register.

22°. The Plaintiffs offered in evidence a certain document purporting to be an original letter of Unzaga to B. Dauterive, annexed to the foregoing document "B No. 21" (a certified copy of which letter is already copied from page 47 to page 48 of this transcript,) and also marked "No. 11 Dauterive."

23°. The Plaintiffs offered in evidence the following deposition of A. Cruzat as to Document B No. 21 & Degruys, taken on the 30th of April 1849: which is as follows:

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THE UNITED STATES.

April 30th, 1849.

Testimony taken by consent of parties, at the abode of the witness, Antoine Cruzat, esq. he being there confined by sickness.

Present: Miles Taylor, Esq. for plaintiffs, Thomas J. Durant Esq. U. S. Dist. Attorney for defendants, before Robert M. Lusher Dy. U. S. Commissioner in land causes.

Antoine Cruzat, Esq. being sworn deposes as follows:

On being shewn the document filed herein and marked "No. 11 Dauterive." Witness examines the same and states that he has had but few opportunities of seeing Unzaga's signature but he believes that before him to be his genuine signature. He has frequently remarked that the form of the initial letter U in Unzaga's signature varied in many of his signatures.

Witness is 74 years of age. Witness was formerly employed, officially under the Spanish government of La.; first under the Baron Carondelet and then under his successor. While so occupied he occasionally had opportunities of seeing Unzaga's signature, and 'tis witness' opinion that the signature before him is genuine.

Witness was acquainted with Mr. Jno. Baptiste Degruys who died some years since in the Parish of Jefferson. Witness had known him from the times of the Spanish govt. He was a respectable man—one of character. He is now dead: witness cannot specify the year in which he died; he was very old when he died.

The Dist. Attorney of the U. S. being present propounds no cross-questions.

(Signed) A. CRUZAT.

I hereby certify the foregoing to be the true and exact deposition of Antoine Cruzat, Esq. a witness for the plaintiffs, as taken down by me in writing, read over aloud to the witness and by him signed in my presence, and that of the counsel for the respective parties.

Witness my hand and seal at N. Orleans, this 30th April 1849.

(Signed) ROBT. M. LUSHER,
6 P.M. *Dy. U. S. Commissioner in Land Causes*

24°. The plaintiffs offered in evidence a document entitled "Titulo de Vicente Delpino, 6 arpanes:" "Grant to Delpino, 11th July, 1774," (which document appears, copied, in this transcript on pages 73—74) certified as follows:

"*Register's Office, New Orleans.*

"I, B. Z. Canonge, Register of the Land Office at New Orleans, "do hereby certify the foregoing patented concession to be a true "copy taken from the records now in my possession and forming "part of the archive of this office. In faith whereof I hereunto "subscribe my name this 12th March, 1836.

"B. Z. CANONGE,
Regr."

And further at the said Febry. Term, to wit: on the 4th day of May 1849: the following entry was made of record in this case.

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THE UNITED STATES.

The hearing of this cause was to day resumed and additional evidence offered on behalf of the complainants; when after argument by M. Taylor, Esq: for complainants and Thos. J. Durant, Esq: U. S. District Attorney, for the defendants, the court took the matter under advisement.

Further evidence offered by the Plaintiffs.

25°. The plaintiffs offered in evidence a "copy of survey of lands of Vicente Delpino, Febry. 14, 1772" (already appearing on pages 76 (including plan preceding s'd page) & 77 of this transcript), certified as follows:

"*Register's Office, New Orleans, La.*

"I, Louis St. Martin, Register of the Land Office at New Orleans, "La., do hereby certify the foregoing plat of survey and written "document relating thereto, to be true copies of part of the evi- "dence produced and recorded in this office, in support of the claim "of Joseph Hébert, No. 406. In faith whereof, I have hereunto "subscribed my name this 3d day of May, 1849.

"L. ST. MARTIN,
"*Register.*"

26°. The plaintiffs offered in evidence a "copy of concession to Ano. Maria Dorval, July 7, 1774," (already appearing on page 74 of this transcript) certified as follows:

"*Register's Office, New Orleans, La.*

"I, Louis St. Martin, Register of the Land Office at New Orleans, La. do hereby certify the foregoing concession to be a true copy taken from one of the records of my office, entitled "Libro 1°. of French and Spanish concessions. "In faith whereof I have hereunto subscribed my name this 3d day of May, 1849.

"L. ST. MARTIN,
"*Register.*"

27°. The plaintiffs offered in evidence a certain document purporting to be a certified copy of survey of land conceded to Anto. M. Dorval, March, 12th, 1772. Which document is in the words & figures following to wit:

LAND OFFICE,
South Eastern District La.

[For map see original, page 179.]

Survey.—Dn. Luis Andry, Teniente de Infanteria y segundo ayudante Mayor de la Plaza de la Nueva Orleans comissionado para el deslinde de las tierras de Iberville, certifico haber medido hoy 12 de Marzo de 1772 a favor y con presencia de Antonio M. Dorval en el dho. distrito y sobre la margen derecha del Rio Misisipi (asiste &a.

Worn out.
&a.) el Comandante Dn. Luis Dutisné . . . . . .
. . . .
la cantidad de diez arpanes . . . de frente el mencionado Rio, sobre . . . . . del plano que encabeza,
paralelas . . . . . a el S. E. perpendicularmente a
la . . . limite paralelo tambien y dirigido . . .
Oeste: este es, quarenta cinco grado . . . con la linea de arriba limitrofa con la tierra de Juan Antonio Bernardo Dauterive se han puesto dos mojones C y D: el primero a un arpan de distancia de la margen actual del Rio, y el 2° a 33 toesas mas atras en el fondo.

En la linea de abaxo que confina con tierras . . . . . he hecho plantar los dos linderos A y B: el 1° a 31 toesas de la margen actual del Rio y el 2° a 24 toesas mas atras como parece en el plano que encabeza.

Y pa. q. todo le expresado conste doy la presente firmado con el comandante referido, el interesado y su decimo, en Iberville dho. dia mes y año arriba expresado. Luis Andry, Luis Dutisné, Antoine Marie Dorval, Dauterive.

REGISTER'S OFFICE,
New Orleans.

I, Louis St. Martin Register of the Land Office at New Orleans La., do hereby certify the foregoing documents to be true copies of part of the evidence recorded in this office in support of the claim of Barbre Chlatre No. 206.

In faith whereof I hereunto subscribe my name this 3d day of May 1849.

(Signed) L. ST. MARTIN,
Register.

28°. The plaintiffs offered in evidence a certain document purporting to be a certified copy of concession to Luis Jusson, 7th July 1774: which document is in the words and figures following, to wit:

[illegible] Dautinnes [illegible]

No. 223. U. S. v. H. of Dauterive [illegible]

Land Office,
Eastern District of Louisiana.

Dn. Luis de Unzaga y Amezaga, Brigadier de los Rs. Extos &a.

Vistas las antecedentes diligencias practicades por el Segdo. Ayudte. de esta plaza Don Luis Andry comisionado por el deslinde de la Costa de Ibervil, sobre la posecion que ha dado á Luis Jousson de seis arpanes de tierra de frente al Rio Misisipi en la citada costa, con la profundidad ordinaria de quarenta lindando por arriba con tierras vacantes y por abajo con la haviton. de Mada. Sanbadon, y reconocido estar regladas segun orden de agrimensura á la concesione de la antedha. circunvecina, sin qe. a esta se la cause perjucio algo. ni qe. lo haya reclamado y si bien consentido como lo justifica su asistencia a dhas. operaciones aprovandos como las aprovamos: usando &a. Nueva Orleans Siete de Julio de mil setecientos setenta y quatro.

Don LUIS DE UNZAGA Y AMEZAGA.
Por mando de su Seña Don JPH. FOUCHER.

Register's Office,
New Orleans.

I, B. Z. Canonge, Register of the Land Office, at New Orleans, do hereby certify the foregoing patented concession to be a true copy taken from the Records now in my possession and forming part of the archives of this office.

In faith whereof I hereunto subscribe my name this 12th March 1836.

(Signed) B. Z. CANONGE. *Regr.*

29°. The plaintiffs offered in evidence a certain document, purporting to be an inventory of effects on Dauterive Plantation, 4th September 1771, which document is in the words and figures following, to wit:

L'an mil sept cent soixante onze le quatrième du mois de Septembre à quatre heures après midy. En vertu de l'ordonnance et commission à nous donnée par sa Segneurie Don Louis de Onzega gouverneur general de la Province de la Louisiane, aurions party de cette ville de la Nouvelle Orleans aux fins de nous transporter sur l'habitation des Bayagoulas appartenant à Mr. Dauterive, ou etant arrivé le jeudy douze du présent à Six heure sdu matin aurions en présence de Monsieur Louis Dustinet, commandant au dit poste et du Sieur Enselme Blanchard habitant et sergent de milice en la dite côte, Jean Baptiste Le Blanc aussy habitant, Etienne Justean dit Bosseron Precepteur chez le Sr. Charles Comont habitant Pierre Brasset habitant et Mathurin Richard aussi habitant procédé à l'inventaire et description de tous les biens et effets appartenant au dit Sr. Dauterive, trouvé sur la dite habitation.

Premierement. Dans la salle de la maison principale nous avons trouvé ce qui suit.

Une commode de bois de noyer non garnie.
Un petit hormoire de cypre demy usée.
Un lit de repos de noyer tout nud.
Douze chaises de meurier, demy usées.
Une table de cypre à tiroir.
Une jarre de gène de quarante pots.

Secondement. J'avons entre dans la chambre avons trouvé ce qui suit.

Deux bois de lit de cypre neuf.
Un petit hormoire de cypre idem.
Une table à ouvrage de noyer idem.

Troisièmement. Aurions appelé les nègres et qu'ils auraient donnés leurs noms.

Michel nègre créole, malade.
Etienne nègre creole de pioche.
Marguerite metife creole cuisinière.
Louis nègre creole de pioche.
Printemps nègre creole de pioche.
Cesar nègre de Guinée de pioche.
Charles negre idm. de pioches.

Quatrièmement. J'avons trouvé une maison, mauvais état, de quarante pieds de long treize de large, poteaux en terre, entourrée en pieux couverte comme idm. presque pourie;

Une cuisine poteaux en terre entourées & couverte comme idem.
Un moulin à pilon, sans couverture.
Un poulailler entourré et couvert en pieux de bois de cypre Ecary pour une maison de quarante pieds ou environ.

Cinquièmement. Avons monté au grenier avons trouvé ce qui suit:

Deux vieilles malles vuides.
Deux barriques pleines de plumes.
Un Baudet garny de paille.
Deux barriques pleines de laine.

Sixiemement. Avons fait paraitre trois chevaux deux rouges vieux, un gris idem.

Septiemement. Avons trouvé une truye d'environ deux ans.

Un verra d'environ trois ans.

Huitièmement. Avons inventorié cinq cabanes à nègres un hangar tombant en ruine.

Neuviemement. Après avoir envoyé trois personnes à cheval ramasser les bêtes à cornes et avoir attendu jusques à cinq heures du soir, et n'ayant peu trouver que huit bêtes tant grosses que petites et beaucoup plus grand nombre dans le bois que l'on a pas pu ramasser, par l'aveu du voisin et du vacher ainsi que beaucoup de cochons dans le bois.

Dixiemement. La terre entourrée dans sa constitution, ainsy qu'un jardin de deux arpens entourré en pieux debout, avec beaucoup

d'arbres fruitiers, Mr. Dustinet ainsy que les témoins soussignés, à l'absence de Mr. Dauterive, ont déclaré ne connaitre aucun autre effet appartenant à mon dit Sr. Dauterive.

Aurions remis les dits effets, biens, meubles, bestiaux et batimens à la garde du Sr. Antoine Dorval qui s'en est chargé comme depositaire des biens de justice et a promis de la tenir à la disposition du Tribunal à la reserve de la nommée Marguerite qu'elle s'est déclarée libre, ainsy avons fait signé Mr. Dustinet et Sr. Blanchard et Sr. Le Blanc le dit Brasset et Richard ont déclaré ne seavoir signer, aux Bayagoulas ce 13e 7bre. 1771.

Nous sertifions la présente copie conforme à l'originalle en foi de quoi nous avons signé la présente.

(Signé) Louis Dustiné, Eselme Blanchard, Jean Baptiste Le Blanc.

Antonio Dorval vecino de los Bayagoulas, en la mejor forma que haya lugar en dro. ante V. S. paresco y digo que como consta del documento qe. devidamte. presento que los bienes de D. Bernardo Dauterive de los quales estoy el depositario como consta del dho. documento me estan debiendo la cantidad de quatro cientos treinta y quatro pesos por mis salarios de guardian de dhos. bienes desde el trece de Setiembre de mil setecientos setenta y uno hasta hoy dia veinte del corriente un perjuicio de lo qe. se me estara deviendo hasta el dia de la entrega de dhas. bienes al respeto de un peso fuerte cada dia y en atencion a que estoy un pobre hombre que he gastado todas mis ropas y que he contrahidos algunas deudas para alimentarme en este puesto, y que no puedo mantenerme mas, sin mi pago se ha de servir V. S. de mandar se venden dhas. bienes y que su producto se me satisfaga dhos. quatro cientos treinta y quatro pesos, por tanto.

A. V. S. suplico que haviendo por presentado dho. documento se sirva proveer y mandar como llevo pedido por ser de justicia, costas y justo no proceder de malicia y en lo necessario &a.

Otro si, en atencion a qe. es menester que yo buelva a ese puesto en donde he puesto un guardian en mi lugar y qe. no puedo seguir esta causa, nombro por mi procurador á Dn. Franco. Brontin para seguirla hasta su definitiva: por lo que se ha de servir V. S. haverlo por nombrado que es justicia que pido ut supra.

(Lo firmo) ANTOINE DORVAL.

En lo principal se tendra presente en las resultas de la causa en el otro si como lo pide habiendose por presentado los documentos haciendose saber intenda. a los acrehedores.

(Lo firmo) ONZAGA.

Proveiolo el Sr. D. Luis de Unzaga y Amezaga Br. de los Rs. Exers. y Govr. gral. de esta Prova. por serto que lo firmo en veinte de Noviembre de mil setecientos setenta y dos.

(Lo firmo) ANDRES ALMONESTER Y ROXAS,
Esno. Puco.

[Ns.] En el mismo dia hize saber el decreto que antecede á Anto. Dorval doy fee.
(Lo firmo) ALMONESTER,
Esno.

[Nots.] En dho. dia lo hice saver á Don Henrique Despres, a D. Franco. Brontin a D. Juan Durel, a Dn. Franco. Demasilière, a D. Dionicio Brand, a D. Santiago Dufrene y Antonio Brion doy fee.
(Lo firmo) ALMONESTER,
Esno.

[3 Notifs.] En dho. dia lo hice saver á D. Leonardo Mazange á D. Santiago Beauregard y a D. Bernardo Dauterive a cada uno en su persona doy fee.
(Lo firmo) ALMONESTER,
Esno.

Je certifie la précédente copie être conforme à l'original extrait d'un dossier de procédures intitulé "Año 1770, Concurso de los Acrehedores de Dn. Bernardo Dauterive No. 110" depuis la page 206 jusqu' à la page 209 inclusivement.
[SEAL.] (Signed) OCTAVE DE ARMAS,
Not. Pub.

30°. The plaintiffs offered in evidence a certain document entitled "Contrat de batisse entre Richard Bare et Bernardo Dauterive, 5 Octobre 1773;" which document is already copied from page 53 to page 55 of this transcript.

31°. The plaintiffs offered in evidence a certain document entitled "Extrait mortuaire de Bernard Antoine Dauterive 25 Mars 1776;" which document is already copied at page 53 of this transcript.

32°. The plaintiffs offered in evidence a certain document entitled "Vente de Made. Dauterive á Bellé Dec. 10 1776" which document is already copied from page 52 to page 53 of this transcript.

33°. The plaintiffs offered in evidence a certain document purporting to be a power of attorney by the heirs of Dauterive to Edward Livingston, dated the 5th of November 1821, which document is in the words & figures following, to wit:

Before John Dutton, judge in and for the parish of Iberville in the State of Louisiana & in presence of the witnesses hereinafter named and subscribed.

Personally came and appeared Pauline Latile wife of Antoine Leonard, late widow of Bernard Dauterive deceased & natural tutrix of Antoine Dauterive, Valère Dauterive & Eleonor Dauterive minors and heirs of said Bernard Dauterive deceased said Pauline duly authorised in the passing of this act by her said husband Antoine Leonard also present & authorizing said Pauline as well as acting as chief and master of the rights & actions of his wife.

Likewise came and appeared Adeline Dauterive wife of Nicolas Tossier said Adeline duly authorised in the making of this act by her said husband who is likewise present & authorising his wife as aforesaid as well as acting in the chief & master of the rights & actions of his wife.

Which appearers all residents of the parish of Iberville aforesaid have by these presents made ordained, constituted & appointed for their general & special attorney Edward Livingston Esquire, attorney & counsellor at law residing at New Orleans giving unto the said attorney full power for them & in their names as heirs of Bernard Dauterive & Elizabeth Montault de Monberand his wife both deceased grandfather & grandmother of said minors & said Adeline to ask, demand, sue for, recover & take possession of all or any part of the land or other immoveable property situated in the State of Louisiana belonging to the sucessions of said Bernard Dauterive & Elizabeth Montault to take all necessary measures for the preservation & validation of the rights of the constituents to said property. To bring all suits at law or equity and appear before all tribunals & courts of justice in, about or concerning the premises as the case may require, to plead & obtain judgment & execution or appeal from such judgment and generally to do all that may be requisite & necessary for the recovery of the claims of the constituents or any of them to the said lands & immoveable property that the nature of the case or circumstances may require, and specially full power to said attorney any compromise that the said attorney may deem to the interest of the constituents to make in and about the premises & the matters & things herein meated of. Hereby ratifying & confirming all and whatsoever shall & may be legally done by virtue of these presents. Done and passed in the office of the judge aforesaid the fifth day of November in the year of our Lord one thousand eight hundred & twenty one in presence of Surville Hebert and Pierre Toiry witnesses who have hereunder written their names with the appearers and the judge aforesaid. The minute is signed, Pauline Latile, Antoine Leonard, Dauterive Tossier, Nicolas Tossier, Surville Hebert, Pre. Toiry, John Dutton, parish judge in & for the parish of Iberville.

A true copy of the original remaining in my office. Given and attested under my signature and public seal this fifth day of November in the year of the Christian Æra one thousand eight hundred and twenty one.

[SEAL.] (Signed) JOHN DUTTON,
Parish Judge in and for the Parish of Iberville.

34°. The plaintiffs offered in evidence a certain document purporting to be a petition for a partition of land &c. to the Court of Probates of the Parish of Orleans and the judges order thereon, dated 20th of July 1821; which document is in the words and figures following, to wit:

To the Hon: James Pitot, Judge of the Parish Court of the Parish of Orleans and Judge of the Court of Probates.

The petition of Pauline Latille, widow of Bernard Dauterive, tutrix of the minor children of the said Bernard, named Antoine, Joseph, Valère and Leonare, by authority and with the consent of Antoine Leonard, the present husband of the said Pauline Latille, Virginie the wife of Louis Bouligny, by consent of her said husband, Fanelie the wife of Felix Delery by consent of her said husband, Theodule Dauterive and Pauline Dautrive, infants under the age of fourteen years, represented by François Meyronne Père, their tutor; the said Virginie, Fanelie, Theodule and Pauline last named being the children of Louis Dauterive deceased, and Marigny Dauterive, humbly sheweth:

That by a former order of this honorable court on the application of your petitioners, an order was made for the survey of a certain tract of land held in common between them; that the said survey has been made, designating their several portions, and that they are desirous of proceeding to a partition according to the same.

Your petitioners therefore pray that a family meeting may take place to deliberate on the propriety of making the said partition according to the survey aforesaid, and as many of the family are now in the city, that it may take place at the office of Philip Pédesclaux, at eleven o'clock this day.

And your petitioners &c.

(Signed) ED: LIVINGSTON,
for Pet'rs.

(*Endorsed* on said petition) Court of Probates: Dauterive and others. Petition for a family meeting to confirm a survey of partition.

(*Judge's Order.*)

Let a meeting of the said minors' family be convened at Philippe Pédesclaux's Esq. Notary Public, there to deliberate and give their opinion upon the prayer of this petition.

(Signed) JS. PITOT,
Judge.

New Orleans, July 20th 1821.

I do hereby certify the within petition and above order.

[SEAL.] (Signed) MARTIN BLANCHE,
Rr. of Wills.

New Orleans, January 22d 1822.

35°. The plaintiffs offered in evidence a certain document purporting to be the deliberations of a family meeting held before Michel de Armas late Notary public on the 16th October 1821, which document is in the words and figures following to wit:

Petition.—To the Honble. James Pitot Judge of the Court of Probates in and for the City and Parish of New Orleans. The petition of Francis Mayronne of the said parish sheweth:

That by virtue of an order from your honour dated the sixteenth instant a family meeting of the minor children Theodule and Pauline Dauterive was held before the notary public on the same day wherein it was resolved that it was convenient that in the power which the said minors were to give jointly with other persons to claim certain property belonging to them as heirs of their grandfather and grandmother, the faculty of making amicable arrangements and compromising should be given to the attorney in fact; as it appears from the annexed certified copy of the deliberation of said meeting.

Wherefore your petr. prays your honor to order that the said meeting be homologated & that your petr. as tutor of said minors be authorized to act conformably to said deliberations, and your petitioner, &c.

(Signed) MICHL. DE ARMAS,
Atty. for Petr.

[Family meeting.]—Be it known that on this sixteenth day of October in the year of our Lord one thousand eight hundred and twenty-one & in the forty-sixth of the American Independence, by virtue of an order from the Hon'ble James Pitot Judge of the Court of Probates in & for the Parish and City of New Orleans bearing equal date herewith authorizing a family meeting of the minor children Theodule and Pauline Dauterive, under the age of puberty to be held before the Notary Public hereinafter named and undersigned —Before Michel de Armas Notary Public in and for the City of New Orleans, State of Louisiana United States of America, & in the presence of the witnesses hereinafter named & undersigned.

Personally came and appeared François Mayronne the guardian of said minors, Felix Delery under tutor, Antoine Marigny Dauterive their paternal uncle, Louis Bouligny their brother in law, Paul Lacon Dubourg, Pierre Verloin Degruys, Eugène Marchand, Pierre Denis De la Ronde & Ferdinand Percy, their friends who all being sworn to deliberate for the best advantage of the interests of said minors touching the point which is to be submitted to their consideration have formed a family meeting of said minors.

Whereupon the said appearers considering that the person who will be entrusted with the claims that belong to the succession of the said minors' grandfather and grandmother ought to be empowered to make amicable settlements & compromise in order to avoid delay, which might be fatal to the interest of said minors they have declared unanimously that their opinion is that the person empowered with said claim be specially authorized to make such amicable settlements & compromise and that the same be binding on said minors, and there being nothing else on which said family meeting is called to deliberate, the present meeting has been closed. Done and passed at New Orleans at the office on the day and year above written, in presence of Felix Brunel & Christoval G. de Armas, witnesses to these present, and the appearers have hereunto set their hands together with the said Notary and witnesses.

The original is signed, Mayronne père, Bouligny, A. Dauterive, Ene. Marchand, Felix Delery, P. Denis De la Ronde, P. L. Dubourg, Verloin Degruys, Ferd. Percy, Brunel, Christoval G. de Armas, and Michl. de Armas Not. Pub.

I do hereby certify the foregoing to be a true copy of the original filed in my office for record in witness whereof I have hereunto set my hand, and affixed my seal of office, at New Orleans on the day and year before written.

(Signed) MICHL. DE ARMAS,
Not. Pub.

Order.—Let the deliberation of the meeting of the minors' Dauterive's family hereto annexed be approved and registered and let the petitioner be authorized to act as it is directed by the said deliberation.

(Signed) JS. PITOT,
Judge.

New Orleans, October 18th, 1821.

I do hereby certify the foregoing documents to be true and correct copies from the originals in my office, in testimony whereof I have hereunto set my hand and affixed the seal of my office at New Orleans, this twenty-fourth day of October in the year of our Lord one thousand eight hundred and twenty-one and of the Independence of the United States of America.

[SEAL.] (Signed) MARTIN BLACHE,
Rr. of Wills.

36°. The plaintiffs offered in evidence a certain "Township Plat" embracing Townships Ten, Ranges Eleven, Twelve and Thirteen East; a copy whereof follows (between this (212th) page and 213th.

[For map see original, page 212.]

37°. It was agreed in open Court, that Lafou's four sheet map of Louisiana, or Darby's, or Lenton's map, referred to page 131, Doc.

No. 21, H. R. U. S. 27th Congress, 3d Session, be introduced in evidence.

And so closed the evidence, the Defendants offering none.

And afterwards at the May Term 1849, to wit on the 22d of May, the following entry was made of record in this case.

J. B. DAUTERIVE ET AL.
vs. } 65
THE UNITED STATES.

On motion of Messrs. Janin & Taylor of Counsel for Plaintiffs, and on their giving the court to understand that Jean Bernard Dauterive was an inhabitant of the late province of Louisiana on & before the 12th of March, 1772, and continued so to be thereafter to the time of his death, and that his heirs were also inhabitants of the said province of Louisiana from the time of his death up to the present time, and that they were so at the date of the treaty of St. Ildefonso, in 1800 & the treaty of the 30th day of April 1803; on the 20th of December, 1803, & on the 10th day of March, 1804;

It is ordered that the Defendants shew cause, on Monday, the 28th inst: why the plaintiffs should not be allowed to amend their petition by alleging said facts.

And further at the same Term, to wit: on the 28th of May 1849, the following entry was made of record in this case.

J. B. DAUTERIVE ET AL.
vs. } 65
THE UNITED STATES.

The rule entered in this cause, on the 22d instant: for the amendment of plaintiffs' petition was this day argued by Miles Taylor, Esq. on behalf of the Plaintiffs and opposed by Thos. J. Durant Esq. of counsel for the defendants; when the court took the same under advisement.

And further at the same Term, to wit: on the 29th of May 1849: the following entry was made of record in this case.

J. B. DAUTERIVE ET AL.
vs. } 65
THE UNITED STATES.

The court having duly considered the application of the Plaintiffs herein for leave to amend their petition, it now ordered and decreed that they have leave to amend, by setting forth therein the allegations contained in the rule heretofore entered by them.

And further at the same Term and on the same day the Plaintiffs appeared and filed their amended petition which is in the words & figures following, to wit:

HEIRS OF DAUTERIVE
vs. } 65
THE UNITED STATES.

U. S. District Court; District of Louisiana.

The petitions in this case by way of amendment to their original petition herein filed, leave of the court being first had and obtained

Respectfully shew:

That the said Jean Antoine Bernard Dauterive was a resident in the late Province of Louisiana on the 12th of March 1772 and continued to reside therein up to the time of his death, and that the claimants under him were and continued to be residents of the same from that time and were residents of the said territory now comprised in the State of Louisiana on the 10th of March 1804.

(Signed) JANIN & TAYLOR,
Attorneys for Petitioners.

And further at the same Term, to wit: on the 13th day of June 1849: the following *judgment* was rendered and duly entered of record in this case, and engrossed and signed on the succeeding day—to wit:

HEIRS OF J. A. BERNARD DAUTERIVE
vs. } 65
THE UNITED STATES.

May Term, 1849. Present: The hon. Theo. H. McCaleb.

This cause came on to be heard at the February Term, to wit: on the 3d of May last past, upon the petition and answer and evidence adduced by the parties, and after argument of counsel, was submitted to the court.

And the court having maturely considered the same, and being satisfied, from the evidence, that in or about the latter part of the year 1717 or the beginning of the year 1718 "The Western Company," a corporation created by letters patent issued by the King of France, to which all the lands, coasts, ports, havens and islands of the three French provinces of Louisiana were given, granted and conceded in full property,—seigniory and jurisdiction, with authority to sell or give away the said lands granted to it, did, with a view to promote the settlement of the said province of Louisiana, grant to Paris Duvernay a man of great means and influence, a tract of land fronting on the western bank of the Mississippi River opposite bayou Manchac, having four leagues front on the Mississippi & extending in the rear and back to the Atchafalaya river; that early in the year 1718, the said tract of land was settled by a considerable number of persons sent out from France by the said Duvernay under the directions of one Dubuisson; that very extensive improvements were made upon the said land and that the same was occupied and considerable portions thereof cultivated from that time until in or about the year 1765, when the agent of the said Duvernay sold the same to Jean Antoine Bernard Dauterive, the ancestor of the present plaintiffs; that the said Dauterive took possession of the same, known as the "Bayou Goula Concession" and cultivated considerable portions of the front and made thereon a road beginning on the Mississippi river at or near the lower line and extending to the Atchafalaya, which was known as the Portage Dauterive, and that he continued to occupy the same until his death in the year 1776.

And being further satisfied that after the transfer of the said Province of Louisiana by France to Spain, under the treaty made between the two governments on the 3d of November 1762—Don Luis Andry, Surveyor General of the said Province of Louisiana acting under the authority of Don Luis de Unzaga y Amezaga, Governor of the said province under the government of Spain, did, on the 12th day of March 1772, make a survey of a portion of the said tract comprised in the aforesaid grant acquired by the said Jean Antoine Bernard Dauterive from Duvernay having forty-four arpents front on the right bank of the Mississippi river with the side lines opening and extending to the Atchafalaya as is represented and described in the plat and process verbal of said survey on file and marked "B. No. 21," and that, on the 12th day of July, 1772, the said Unzaga, governor of said province aforesaid, did approve the said survey conformably to the plan and process verbal of survey of the said Andry, suveyor as aforesaid, with the depth to the Atchafalaya as shewn by the letter of the said Unzaga attached to the said survey and marked "B. No. 22," and that the same was a recognition & confirmation of the title of the said Jean Antoine Bernard Dauterive who was then a resident of the said Province of Louisiana to the land represented and described in the said plat, and process verbal of survey with the depth between the side lines to the Atchafalaya river, or a grant anew of the same by the said governor having full power and authority to grant the same, and that a portion of said tract fronting on the Mississippi river to the depth of forty arpents from said river and no more was disposed of to the Spanish Government or otherwise by the heirs after the death of the said Dauterive.

And being further satisfied that the petitioners are the heirs and legal representatives of the said Jean Antoine Bernard Dauterive and being satisfied that the said grants were and are good & valid grants from the French and Spanish Governments, and that more especially the said grant from the Spanish Government was & is a good and valid grant, and that it is protected by the treaty made between the United States and the French Republic on the 30th of April, 1803, as well as by the laws of nations and the Constitution and laws of the United States, and might have been perfected into a complete title under and in conformity to the laws, usages and customs of the government under which the same originated, had not the sovereignty of the country been transferred to the United States.

This court acting under and by virtue of the act of Congress of the 26th of May, 1824, entitled "An act enabling the claimants to "lands within the State of Missouri and Territory of Arkansas to "institute proceedings to try the validity of their claims," and also an act approved on the 17th day of June, 1844, entitled, "An act "to provide for the adjustment of land claims within the States of "Missouri, Arkansas and Louisiana, and in those parts of the States "of Mississippi and Alabama south of the 31st degree of north latitude and between the Mississippi and Perdido rivers," doth order, adjudge and decree, and it is hereby ordered, adjudged and decreed, that the petitioners Jean Baptiste Dauterive, Pouponne Le Blanc the widow of Valière Dauterive acting as the natural tutrix of her minor son Valiere Dauterive issue of her marriage with the late Valière Dauterive, Eleonore Dauterive and Augustin Richard her husband, Adeline Dauterive widow of Jules Noël Theodule Dauterive, Virginie Dauterive and her husband Louis Bouligny and Pauline Dauterive and her husband Samuel Logan the heirs and legal representatives of the said Jean Antoine Bernard Dauterive are the true and legal owners of, and have good title against the United States the defendants in and to the lands claimed in their petition, granted as aforesaid to Paris Duvernay and afterwards confirmed as aforesaid to the said Jean Antoine Bernard Dauterive by the Spanish government, having forty-four arpents front on the Mississippi river and extending in depth to the Atchafalaya river; bounded above by a line beginning on the Mississippi river in Township Ten of Range Thirteen east of the south eastern District of Louisiana at the lower corner of the tract of land surveyed in the name of Vincente Delpino on the 14th of February, 1772, by Don Luis Andry, surveyor general of the province of Louisiana now on file marked No. 25 and granted to him the said Delpino on the 11th July 1774, by Don Luis de Unzaga y Amezaga the governor of the said province under the Spanish government and confirmed by the government of the United States to Joseph Hebert under No. 406, and running north west thence until it strikes the said Atchafalaya river, and bounded below by a line beginning on the Mississippi river forty four arpents below the beginning of the upper line at the upper corner of a tract of land surveyed in the name of Antonio M. Dorval on the 12th March, 1772, by Don Luis Andry, surveyor general of the said province, now on file and marked No. 27, and granted to him the said Dorval by the said Don Luis de Unzaga y Amezaga, governor under the Spanish government as aforesaid, on the 7th July 1774, and confirmed by the government of the United States to Barbe Chlatre under No. 206, and running south forty-five degrees west from thence until it strikes the said Atchafalaya river, with the exception of and excluding therefrom the front thereof on the Mississippi river to the depth of forty arpents from said river.

It is further ordered, adjudged, and decreed that the surveyor general of the United States for Louisiana be directed to survey the said tract of land claimed by the plaintiffs in their petition, excluding therefrom the first forty arpents fronting on the Mississippi river, and to certify in his plats of survey what portions of the said lands are held under confirmed Spanish titles have been sold by the United States, or otherwise disposed of: that for any part or portion thereof held under confirmed Spanish claims, sold by the United States, or otherwise disposed of, the said plaintiffs shall be, and they are hereby authorized to enter, in any Land Office in the State of Louisiana, in parcels conformable to sectional divisions and subdivisions, a like quantity of public lands after the same shall have been offered at public sale, and that for so much of the said tract of land represented on the said plats of survey as is not holden under either of the adverse titles aforesaid, the said plaintiffs shall be entitled to a patent from the president of the United States.

Judgment rendered, June 13th, 1849.

Judgment signed, June 14th, 1849.

[SEAL.] (Signed) THEO. H. McCALEB,
U. S. Judge.

And further and finally at the same Term—

May Term, 1849—to wit: on the 14th day of June, 1849, was moved for by the defendants in open court, granted, and recorded, the following

Order of Appeal.

J. B. DAUTERIVE ET AL.
vs. } No. 65.
THE UNITED STATES.

On motion of Logan Hunton Esq. attorney of the United States for the Eastern District of Louisiana, and of Thos. J. Durant, Esq. on the same behalf, and on giving the court to understand and be informed, that the United States are injured and aggrieved by the judgment of this honorable court rendered against them at this term in the matter of the *Heirs of J. B. Dauterive* versus *The United States*, and desire to appeal therefrom:

It is thereupon ordered by the court that an appeal be allowed in favor of the United States from the judgment aforesaid, returnable to the Supreme Court of the United States at the next term thereof after the date of this order.

UNITED STATES OF AMERICA,
Eastern District of Louisiana:

I, Needler R. Jennings, Clerk of the District Court of the United States sitting at New Orleans in and for said district, do hereby certify, that the foregoing two hundred and twenty-one folios, with the various plans found between folios 41 & 42; 75 & 76; 79 & 80; 83 & 84; 86 & 87; 89 & 90; 94 & 95; 95(²) & 96; 197 & on 212, contain and form a true, faithful, correct and complete transcript of all the proceedings, process, pleadings, documents, and other matters on file and of record in a certain cause in chancery wherein the heirs of J. H. B. Dauterive are plaintiffs and the United States of America are defendants, No. 65 of the land docket of said court; the various references in said transcript being also authentic and fully justified and approved, as made better apparent by the Index made part of this certificate.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court, at the city of New Orleans, this twenty-fourth day of September, one thousand eight hundred and forty-nine, and the 74th year of American Independence.

[SEAL.] N. R. JENNINGS,
Clerk U. S. District Court, Eastern Dist. of Louisiana.

I, Theodore H. McCaleb, Judge of the District Court of the United States for the Eastern District of Louisiana, do certify, that N. R. Jennings, who subscribed the above certificate, was, at the time of signing the same, and is now, the duly appointed and legally authorized clerk of said court; that full faith and credit are due and ought to be given to all his attestations as such clerk, and that his above certificate is in due form of law.

Witness my hand and seal at New Orleans this 25th day of September A.D. 1849.

[SEAL.] THEO. H. McCALEB.

THE UNITED STATES OF AMERICA,

To Jean Baptiste Dauterive, Pouponne Le Blanc and others—the heirs and legal representatives of Jean Antoine Bernard Dauterive, deceased, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Washington on the first Monday of December next, pursuant to an Order of Appeal granted, on the fourteenth day of June, 1849, by the District Court of the United States in and for the Eastern District of Louisiana, in a certain cause in Chancery, under the Acts approved May 26th, 1824, and June 17th, 1844, entitled, (No. 65) *J. B. Dauterive et al.* vs. *The United States,* wherein the said United States of America are Appellants, and you are Appellees, to show cause, if any there be, why the judgment rendered against the Appellants, as in the said Order of Appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness hereto my hand, and the Seal of the said Court, at the city of New Orleans, this twenty-fourth day of September, A. D. 1849.

[SEAL.] THEO. H. McCALEB,
Judge of U. S. District Court Eastern District of Louisiana.
L. JANIN and M. TAYLOR,
Attys.
LS. BOULIGNY,
Atty. in fact.
Attest: ROBR. M. LUSHER,
Dy. Clerk.

EASTERN DISTRICT OF LOUISIANA,
United States District Court:

No. 65.

Orig. { J. B. DAUTERIVE ET AL. vs. THE UNITED STATES. } Citation of Appeal.

MARSHAL'S RETURN.

Recd. Oct. 19, 1849, & on the 24th Octo. 1849, served a copy of the within citation of appeal on Ls. Janin, Esq. one of the attys. for the plffs. by handing the same to him in person at New Orleans & who at the time accepted service for the plffs.

M. M. THOMAS,
Dy. U. S. Marshal East. Dist. La.

Returned Oct. 30, "49."

Return registered Oct. 30, 1849.

ROBR. M. LUSHER,
Dy. Clerk.

Filed 8th December, 1849.

which might be fatal to the interest of said minors they have declared unanimously that their opinion is that the person empowered with said claim be specially authorized to make such amicable settlements & compromise and that the same be binding on said minors, and there being nothing else on which said family meeting is called to deliberate, the present meeting has been closed. Done and passed at New Orleans at the office on the day and year above written, in presence of Felix Brunel & Christoval G. de Armas, witnesses to these present, and the appearers have hereunto set their hands together with the said Notary and witnesses.

The original is signed, Mayronne père, Bouligny, A. Dauterive, Ene. Marchand, Felix Delery, P. Denis De la Ronde, P. L. Dubourg, Verloin Degruys, Ferd. Percy, Brunel, Christoval G. de Armas, and Michl. de Armas Not. Pub.

I do hereby certify the foregoing to be a true copy of the original filed in my office for record in witness whereof I have hereunto set my hand, and affixed my seal of office, at New Orleans on the day and year before written.

(Signed) MICHL. DE ARMAS,
Not. Pub.

Order.—Let the deliberation of the meeting of the minors' Dauterive's family hereto annexed be approved and registered and let the petitioner be authorized to act as it is directed by the said deliberation.

(Signed) JS. PITOT,
Judge.

New Orleans, October 18th, 1821.

I do hereby certify the foregoing documents to be true and correct copies from the originals in my office, in testimony whereof I have hereunto set my hand and affixed the seal of my office at New Orleans, this twenty-fourth day of October in the year of our Lord one thousand eight hundred and twenty-one and of the Independence of the United States of America.

[SEAL.] (Signed) MARTIN BLACHE,
Rr. of Wills.

36°. The plaintiffs offered in evidence a certain "Township Plat" embracing Townships Ten, Ranges Eleven, Twelve and Thirteen East; a copy whereof follows (between this (212th) page and 213th.

[For map see original, page 212.]

37°. It was agreed in open Court, that Lafou's four sheet map of Louisiana, or Darby's, or Lenton's map, referred to page 131, Doc.

No. 21, H. R. U. S. 27th Congress, 3d Session, be introduced in evidence.

And so closed the evidence, the Defendants offering none.

And afterwards at the May Term 1849, to wit on the 22d of May, the following entry was made of record in this case.

J. B. Dauterive et al.
vs. } 65
The United States.

On motion of Messrs. Janin & Taylor of Counsel for Plaintiffs, and on their giving the court to understand that Jean Bernard Dauterive was an inhabitant of the late province of Louisiana on & before the 12th of March, 1772, and continued so to be thereafter to the time of his death, and that his heirs were also inhabitants of the said province of Louisiana from the time of his death up to the present time, and that they were so at the date of the treaty of St. Ildefonso, in 1800 & the treaty of the 30th day of April 1803; on the 20th of December, 1803, & on the 10th day of March, 1804;

It is ordered that the Defendants shew cause, on Monday, the 28th inst: why the plaintiffs should not be allowed to amend their petition by alleging said facts.

And further at the same Term, to wit: on the 28th of May 1849, the following entry was made of record in this case.

J. B. Dauterive et al.
vs. } 65
The United States.

The rule entered in this cause, on the 22d instant: for the amendment of plaintiffs' petition was this day argued by Miles Taylor, Esq. on behalf of the Plaintiffs and opposed by Thos. J. Durant Esq. of counsel for the defendants; when the court took the same under advisement.

And further at the same Term, to wit: on the 29th of May 1849: the following entry was made of record in this case.

J. B. Dauterive et al.
vs. } 65
The United States.

The court having duly considered the application of the Plaintiffs herein for leave to amend their petition, it now ordered and decreed that they have leave to amend, by setting forth therein the allegations contained in the rule heretofore entered by them.

made between the United States and the French Republic on the 30th of April, 1803, as well as by the laws of nations and the Constitution and laws of the United States, and might have been perfected into a complete title under and in conformity to the laws, usages and customs of the government under which the same originated, had not the sovereignty of the country been transferred to the United States.

This court acting under and by virtue of the act of Congress of the 26th of May, 1824, entitled "An act enabling the claimants to "lands within the State of Missouri and Territory of Arkansas to "institute proceedings to try the validity of their claims," and also an act approved on the 17th day of June, 1844, entitled, "An act "to provide for the adjustment of land claims within the States of "Missouri, Arkansas and Louisiana, and in those parts of the States "of Mississippi and Alabama south of the 31st degree of north latitude and between the Mississippi and Perdido rivers," doth order, adjudge and decree, and it is hereby ordered, adjudged and decreed, that the petitioners Jean Baptiste Dauterive, Pouponne Le Blanc the widow of Valière Dauterive acting as the natural tutrix of her minor son Valiere Dauterive issue of her marriage with the late Valière Dauterive, Eleonore Dauterive and Augustin Richard her husband, Adeline Dauterive widow of Jules Noël Theodule Dauterive, Virginie Dauterive and her husband Louis Bouligny and Pauline Dauterive and her husband Samuel Logan the heirs and legal representatives of the said Jean Antoine Bernard Dauterive are the true and legal owners of, and have good title against the United States the defendants in and to the lands claimed in their petition, granted as aforesaid to Paris Duvernay and afterwards confirmed as aforesaid to the said Jean Antoine Bernard Dauterive by the Spanish government, having forty-four arpents front on the Mississippi river and extending in depth to the Atchafalaya river; bounded above by a line beginning on the Mississippi river in Township Ten of Range Thirteen east of the south eastern District of Louisiana at the lower corner of the tract of land surveyed in the name of Vincente Delpino on the 14th of February, 1772, by Don Luis Andry, surveyor general of the province of Louisiana now on file marked No. 25 and granted to him the said Delpino on the 11th July 1774, by Don Luis de Unzaga y Amezaga the governor of the said province under the Spanish government and confirmed by the government of the United States to Joseph Hebert under No. 406, and running north west thence until it strikes the said Atchafalaya river, and bounded below by a line beginning on the Mississippi river forty four arpents below the beginning of the upper line at the upper corner of a tract of land surveyed in the name of Antonio M. Dorval on the 12th March, 1772, by Don Luis Andry, surveyor general of the said province, now on file and marked No. 27, and granted to him the said Dorval by the said Don Luis de Unzaga y Amezaga, governor under the Spanish government as aforesaid, on the 7th July 1774, and confirmed by the government of the United States to Barbe Chlatre under No. 206, and running south forty-five degrees west from thence until it strikes the said Atchafalaya river, with the exception of and excluding therefrom the front thereof on the Mississippi river to the depth of forty arpents from said river.

It is further ordered, adjudged, and decreed that the surveyor general of the United States for Louisiana be directed to survey the said tract of land claimed by the plaintiffs in their petition, excluding therefrom the first forty arpents fronting on the Mississippi river, and to certify in his plats of survey what portions of the said lands are held under confirmed Spanish titles have been sold by the United States, or otherwise disposed of: that for any part or portion thereof held under confirmed Spanish claims, sold by the United States, or otherwise disposed of, the said plaintiffs shall be, and they are hereby authorized to enter, in any Land Office in the State of Louisiana, in parcels conformable to sectional divisions and subdivisions, a like quantity of public lands after the same shall have been offered at public sale, and that for so much of the said tract of land represented on the said plats of survey as is not holden under either of the adverse titles aforesaid, the said plaintiffs shall be entitled to a patent from the president of the United States.

Judgment rendered, June 13th, 1849.
Judgment signed, June 14th, 1849.
[SEAL.] (Signed) THEO. H. McCALEB,
U. S. Judge.

And further and finally at the same Term—

May Term, 1849—to wit: on the 14th day of June, 1849, was moved for by the defendants in open court, granted, and recorded, the following

Order of Appeal.

J. B. DAUTERIVE ET AL.
vs. } No. 65.
THE UNITED STATES.

On motion of Logan Hunton Esq. attorney of the United States for the Eastern District of Louisiana, and of Thos. J. Durant, Esq. on the same behalf, and on giving the court to understand and be informed, that the United States are injured and aggrieved by the judgment of this honorable court rendered against them at this term in the matter of the *Heirs of J. B. Dauterive* versus *The United States*, and desire to appeal therefrom:

It is thereupon ordered by the court that an appeal be allowed in favor of the United States from the judgment aforesaid, returnable to the Supreme Court of the United States at the next term thereof after the date of this order.

UNITED STATES OF AMERICA,
Eastern District of Louisiana:

I, Needler R. Jennings, Clerk of the District Court of the United States sitting at New Orleans in and for said district, do hereby certify, that the foregoing two hundred and twenty-one folios, with the various plans found between folios 41 & 42; 75 & 76; 79 & 80; 83 & 84; 86 & 87; 89 & 90; 94 & 95; 95(2) & 96; 197 & on 212, contain and form a true, faithful, correct and complete transcript of all the proceedings, process, pleadings, documents, and other matters on file and of record in a certain cause in chancery wherein the heirs of J. H. B. Dauterive are plaintiffs and the United States of America are defendants, No. 65 of the land docket of said court; the various references in said transcript being also authentic and fully justified and approved, as made better apparent by the Index made part of this certificate.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court, at the city of New Orleans, this twenty-fourth day of September, one thousand eight hundred and forty-nine, and the 74th year of American Independence.

[SEAL.] N. R. JENNINGS,
Clerk U. S. District Court, Eastern Dist. of Louisiana.

I, Theodore H. McCaleb, Judge of the District Court of the United States for the Eastern District of Louisiana, do certify, that N. R. Jennings, who subscribed the above certificate, was, at the time of signing the same, and is now, the duly appointed and legally authorized clerk of said court; that full faith and credit are due and ought to be given to all his attestations as such clerk, and that his above certificate is in due form of law.

Witness my hand and seal at New Orleans this 25th day of September A.D. 1849.

[SEAL.] THEO. H. McCALEB.

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[SEAL.] THEO. H. McCALEB,
Judge of U. S. District Court Eastern District of Louisiana.

L. JANIN and M. TAYLOR,
Attys.

Ls. BOULIGNY,
Atty. in fact.

Attest: ROBR. M. LUSHER,
Dy. Clerk.

EASTERN DISTRICT OF LOUISIANA,
United States District Court:

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Orig. { J. B. DAUTERIVE ET AL. vs. THE UNITED STATES. } Citation of Appeal.

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M. M. THOMAS,
Dy. U. S. Marshal East. Dist. La.

Returned Oct. 30, "49."

Return registered Oct. 30, 1849.

ROBR. M. LUSHER,
Dy. Clerk.

Filed 8th December, 1849.